200 Ports Authority Drive
Mount Pleasant, SC 29464
USA
(800) 382-1721

December 2, 2022

To: All Port of Charleston Rate Schedule Recipients and Valued Customers

The South Carolina State Ports Authority has made changes to the Marine Terminal Operator Schedule / Tariff No. 8. Below are the primary areas affected, changes posted today will be effective January 01, 2023, unless otherwise noted. Change details can be found in the MTOS.:

AREAS OF CHANGE:

Section IV Container Charges

Added:
Rule 34-217
Gate out fee for retrieval of non-SMART Pool chassis and flatbeds

Gate out fee for retrieval of non-SMART Pool chassis and flatbeds $280.00

This gate out fee is applicable to the retrieval of all non-SMART Pool chassis and flatbeds that have been left on the Authority's terminals. These charges will be billed to the motor carrier or chassis pool operator and must be paid prior to pick up.

Rule 34-221
Late and Weekend Gate Labor Charges

Added Sunday gate information.

4TH AMENDED TITLE PAGE
CANCELS 3RD AMENDED TITLE PAGE
FMC-T NO. 8

SOUTH CAROLINA STATE PORTS AUTHORITY

MARINE **T**ERMINAL **O**PERATOR **S**CHEDULE (TERMINAL TARIFF)
NO. 8

CHARGES, RULES, AND REGULATIONS
GOVERNING
WHARFAGE, HANDLING, STORAGE AND OTHER
MISCELLANEOUS PORT TERMINAL OR WAREHOUSE SERVICES

TERMINAL SCHEDULE

APPLICABLE AT PORT OF CHARLESTON, SOUTH CAROLINA
AND
PORT OF GEORGETOWN, SOUTH CAROLINA

ISSUED BY
TARIFF MANAGER
200 Ports Authority Drive
Mount Pleasant, SC 29464
(800) 845-7106

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I. RULES AND REGULATIONS

A. GENERAL

RULES AND REGULATIONS

RULE 34-001
AUTHORITY HELD HARMLESS
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

All users of Authority property, facilities, services and intermediary functions, including but not limited to CSX Line Haul and RapidRail, agree to indemnify, protect, save and hold harmless the Authority and its members, directors, officers, employees, and agents from and against any and all causes of action, suits, claims, damages, or demands of whatever kind or nature, including but not limited to claims for consequential damages, personal injury, wrongful death, breach of contract, property damage, natural resource damage, loss of income or earnings and civil or criminal fines that are incident to, relate to, arise out of, or result from the user's operations on Authority property and facilities, the user's use of Authority property, facilities, and intermediary functions or the presence by users or their employees, agents, contractors, subcontractors, suppliers, invitees, and visitors in or upon Authority property and facilities (hereinafter "damages"). All users shall defend the Authority and its members, directors, officers, employees, and agents from any legal or equitable action brought against the Authority based on said damages and pay all expenses and attorneys' fees in connection therewith. The indemnity and hold harmless obligation of user herein arising out of any violation by user of any environmental rule, regulation, or law of any state and/or federal agency in force now or enacted in the future shall survive the term of user's use or occupancy of Authority's property. All users' indemnity obligations herein shall be covered by a policy or policies of insurance.

This rule is not to be construed as requiring any user or any other person, firm, or corporation to hold harmless or indemnify the Authority for that portion or percentage of such claim or loss, if any, caused by the negligence of the Authority.

RULE 34-003
REPORTING OF ACCIDENTS, INJURIES OR DAMAGES
ISSUED: 24FEB2017
EFFECTIVE: 24FEB2017

All accidents, injuries, fires, involuntary releases of cargo, involuntary releases of liquids of any nature, incidents requiring emergency response, or injuries requiring any medical treatment on or away from the scene must be reported immediately to the Authority's Port Police Department at (843) 577-8706.

Additionally, all damages to the property of any party (or property in the care, custody, or control of any party) must be reported at the time of discovery to the Authority's Port Police Department if said damages are resultant of, incidental to, or in any way in relation to or in connection with the operations of the Authority or its employees. The Authority's Port Police Department will notify the appropriate Authority personnel. The Authority will not accept any responsibility for damage(s) unless given the opportunity to investigate said damage(s) at the time of discovery. A joint inspection may be requested by either party in an effort to determine liability. Either party may hire a qualified surveyor at its own expense to investigate said damage(s). if the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim.

RULE 34-005
GENERAL APPLICATION
ISSUED: 19DEC2014
EFFECTIVE: 19DEC2014

The charges, rules and regulations published in this Marine Terminal Operator Schedule (MTOS) / tariff apply on all cargo moving through the facilities of the South Carolina State Ports Authority, hereinafter referred to as "Authority," and shall apply equally to all users of the facilities.

The charges published in this MTOS / tariff are in addition to those assessed for transportation.

Except as otherwise shown, the charges published in this MTOS / tariff apply only on cargo in standard packages.

The wharfage charges published in this MTOS / tariff are assessed against the vessel.

Except as otherwise shown, the handling and storage charges published in this MTOS / tariff are assessed against the cargo.

The handling charges published in this MTOS / tariff will apply on the gross weight of the cargo, unless otherwise noted.

The handling charges published in this MTOS / tariff will be assessed per 2,000 pounds, unless otherwise noted.

The handling charges published in this MTOS / tariff are also applicable for the loading or unloading of cars or trucks.

The handling charges published in this MTOS / tariff will be fifty percent (50%) higher when the Authority is required to place cargo on or remove cargo from pallets furnished by shipper or consignee at time of loading or unloading.

The handling charges published in this MTOS / tariff on cargo on pallets will also apply on cargo on skids.

Except as otherwise shown, the storage charges published in this MTOS / tariff apply on cargo held in regular storage.

The use of Authority facilities constitutes an acceptance by the user of all charges, rules and regulations published in this MTOS / tariff and the user agrees to pay all charges and be governed by all rules and regulations published in the MTOS / tariff.

Charges, rates, rules, and payment terms for services, as provided in this MTOS / Tariff, may be varied by written agreement.

RULES AND REGULATIONS

RULE 34-010
SERVICES RESERVED
ISSUED: 15SEP2000
EFFECTIVE: 01OCT2000

Services normally performed by the Authority will be performed only by Authority personnel unless permission is granted to other personnel to perform such services. If permission is granted, the Authority shall be paid for labor, materials, utilities, or facilities it may furnish in connection with such services, including personnel it may furnish to protect its interest. No mechanical equipment may be brought or used on Authority property without permission.

RULE 34-020
AUTHORITY LIABILITY
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

Subject to the limitations set forth herein and the South Carolina Tort Claims Act, Code of Laws, 1976 as amended, §§ 15-78-10, *et seq*. (Tort Claims Act), except as may be caused by its own negligence, the Authority shall not be liable for any loss or damage to any person, entity, cargo, container, chassis, or other property handled over or through its facilities or stored in its facilities resulting from the user's use of the Authority's property, facilities, services, and intermediary functions, including but not limited to: fire; water; explosion; breakdown or failure of machinery or equipment; collapse of buildings, sheds, platforms or wharves; settling of floors or foundations; breakage of pipes; condemnation; rats, mice, moths, weevils, or other animals or insects; earthquakes or floods; frost or the elements; lightning, storms, wind, hurricanes, or other weather-related occurrences; strikes, lockouts or other work stoppages; civil disturbances; riots; tumult; insurrection; disorder epidemic; pandemic; acts of interference by military or governmental authorities; war; acts of terrorism; acts of the public enemy; failure or delay of any manufacturers, entities, or persons from whom the Authority is obtaining machinery, equipment, materials, or supplies to deliver the same; force majeure; acts of God; or any other events or circumstances beyond the control of the Authority.

EXCEPT AS EXPRESSLY STATED HEREIN, THE AUTHORITY DISLCAIMS EVERY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANLIKE PERFORMANCE, OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.

The liability of the Authority and recovery for any claim for damages for bodily injury or death or for property damage, under any legal theory or cause of action, whether tort, contract, warranty, indemnity, or otherwise, shall be limited to, and shall not exceed, the liability caps provided in Section 15-78-120 of the South Carolina Code. This limitation of liability applies even if the claim is not otherwise subject to the Tort Claims Act.

Notwithstanding anything to the contrary contained herein, the Authority does not waive any rights or defenses to liability, including but not limited to – the Tort Claims Act and any form of sovereign, governmental, or Eleventh Amendment immunity.

Any limitation of liability contained in the Bill of Lading or other document by which goods, cargo or containers are traveling shall, to the extent offered to terminal operators, apply to, and inure to the

(CONTINUED ON NEXT PAGE)

RULES AND REGULATIONS

RULE 34-020
AUTHORITY LIABILITY

(CONTINUED)

benefit of the Authority.

Regardless of the nature of the claim or cause of action, whether in contract, tort, warranty, or otherwise, the Authority shall not be liable for incidental or consequential damages, costs, or expenses resulting from bodily injury or death or loss or damage to any cargo, container, chassis, or other property, including but not limited to loss of use, loss of profits, or other consequential or incidental economic loss. The Authority shall have the option, at its sole and absolute discretion, of replacing any lost or damaged cargo, container, chassis, or other property.

Upon discovery of damages believed to have been caused in any way by the Authority, the Authority's Port Police Department must be notified immediately at (843) 577-8706. The Authority's Port Police Department will notify appropriate Authority personnel. The Authority will not accept any responsibility for damage(s) unless given the opportunity to investigate said damage(s) at the time of discovery. A joint inspection may be requested by either party in an effort to determine liability. Either party may hire a qualified surveyor at its own expense to investigate any damage(s). If the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim.

RULES AND REGULATIONS

RULE 34-021
JURISDICTION
ISSUED: 06JAN1999
EFFECTIVE: 06JAN1999

Jurisdiction for any action against the Authority, arising from Authority services, whether in law or equity, whether sounding in contract or in tort, lies exclusively in the Circuit Courts of the state of South Carolina, and in no other forum. In the case of an action in tort, jurisdiction is in the Circuit Court of South Carolina and brought in the county in which the act or omission occurred. In any action sounding in contract, jurisdiction is solely in the Circuit Court of Charleston County. Use of Authority facilities or services further constitutes consent to jurisdiction in accordance with this Item and constitutes waiver of jurisdiction or venue in any other location or forum.

This Item does not apply to actions brought pursuant to Acts of the Congress of the United States that expressly designate the jurisdiction in which such actions should be commenced, and from which the Authority would not have sovereign or eleventh amendment immunity.

RULES AND REGULATIONS

RULE 34-025
DOCKAGE
ISSUED: 15JUN2017
EFFECTIVE: 15JUN2017

Dockage charges are assessed against the vessel and will be computed on LOA (length overall) of the vessel as published in *LLOYD'S REGISTER OF SHIPPING*. (See Rule 34-212, Page 30)

When the Authority requires vessels or barges to vacate a berth within the first 12 hours of a dockage day, only one-half dockage will be assessed for that day.

Dockage charges are not applicable on tow boats, landing tows or barges moored alongside vessels for the purpose of transferring cargo to or from such vessels.

Dockage charges apply for each 24-hour period or fractional part thereof beginning with the time that vessel or barge moors and ending with the time that vessel or barge unmoors.

Advance berthing arrangements must be made with the Authority for all vessels and barges. The Authority may give berthing priority to vessels over barges and barges may be required to vacate a berth for vessels.

Agents/vessels must notify the Harbor Master of the estimated time of arrival of vessels and barges entering the port at least 48 hours in advance of their arrival.

Agents/vessels must notify the Harbor Master of the vessels' estimated time of departure at least 2 hours prior to their sailing.

Agents/Vessels must notify the Harbor Master at least one day in advance for requesting water. Weekend water requests must be submitted no later than 1600 Friday afternoon. Any after hours requests are subject to labor availability. Hook ups could be denied or delayed.

RULES AND REGULATIONS

RULE 34-030
FUMIGATION
ISSUED: 01SEP2005
EFFECTIVE: 01OCT2005

All fumigation services at the Authority will be performed by private operators.

All fumigating companies conducting operations on Authority facilities shall register with the Authority prior to undertaking such operations and thereafter on July 1 of each year and, in addition, shall comply with the following:

Pay to the Authority a charge of $250.00 per year for each and every vehicle to be used on Authority facilities for which the Authority will issue an identifying decal authorizing entrance to Authority facilities.

Deposit with the Authority either cash or bond in the amount of $500.00 any balance of which will be refunded within 30 days after termination of all operations on Authority facilities.

Provide the Authority with copies of certificates of liability insurance covering the operations on Authority facilities showing the maximum limits for bodily injury and property damage.

Mark and identify all vehicles and equipment to be used on Authority facilities and maintain such vehicles and equipment in good condition.

Remove from Authority facilities all vehicles, equipment and material not currently being utilized and all scrap and trash resulting from operations on Authority facilities.

Conduct all operations in accordance with Authority, Coast Guard and OSHA regulations and federal, state, and local statutes and only within areas designated by the Authority and refrain from entering other areas without written permission from the Authority.

Service orders for fumigation must be submitted to the terminal manager. The terminal manager will execute the service orders in the order received, and designate the location where services are to be performed. Handling instructions must accompany fumigation service orders.

CANCEL

RULE 34-035
FURNISHING CARGO CONTROL SUPERVISORS
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

The Authority shall furnish cargo control supervisors to check cargo being delivered to or received from vessels at the time of loading and discharging. It shall also furnish cargo control supervisors to check cargo being delivered to or received from containers at the time of stuffing or stripping. The Authority shall furnish as many cargo control supervisors as required to protect its interest. Charges for this service are published in Rule 34-200 and assessed against the vessel.

RULES AND REGULATIONS

RULE 34-040
HAZARDOUS COMMODITIES
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

A. General Rule

Shipments of hazardous materials as defined in 49 CFR 172.101, extremely hazardous substances as defined in 40 CFR 355 Appendix A, and CERCLA hazardous substances as defined in 40 CFR 302 Table 302.4 (individually and collectively, "hazardous commodities" or "hazardous materials") will be permitted only upon full compliance with applicable regulations by steamship lines, their agents, and agencies of transportation. Applicable regulations include all federal, state, and local requirements.

Anyone or any concern tendering hazardous commodities for storage and/or movement through the Authority's facilities shall provide advance notification to the Authority in accordance with the standards of reasonable care and prudent conduct, and in accordance with prevailing published hazardous commodities rules. The Authority provides steamship lines and agents, with a written list of materials that require advance approval before being received at Authority facilities. It is the responsibility of the steamship line and/or agent tendering hazardous commodities for storage and/or movement through Authority facilities to request and receive advance approval from the Authority through the Hazardous Material Approval notification system provided on the Authority website at:
http://www.scspa.com/cargo/operational-tools/hazmat-approval-form/

Users may only unload, handle, or store any of these materials pursuant to the terms of the Authority's advance approval. No Class 7 radioactive materials are permitted to be handles on any SCSPA facility. All hazardous material cargo authorized for storage at the Authority's facilities will be segregated in accordance with guidance and requirements outlined in 49 CFR Part 176.

If an unauthorized hazardous commodity is found on Authority facilities, the Authority may order its removal by the responsible steamship line or agent. All charges, for removal, including those assessed by the Authority will be the responsibility of the steamship line or agent responsible for the unauthorized hazardous commodity.

For import, export, or transshipped cargo qualifying as hazardous material cargo, request for approval must be only from the steamship carrier or its registered agent and from no other. The steamship line or agent shall provide a Hazardous Material Load List and/or Discharge List to the Authority by the end of the next regular business day following completion of the vessel's operations.

B. Hazardous Cargo Vessel Procedures

The Authority hereby incorporates by reference the most recent version of SECCHAS CID MEMO re: Handling and Transportation of Explosives or any other USCG directive that may replace or supplement it.

C. Release and Spills

1. Emergency Contact

In the event of any spill or release or hazardous material related emergency, user shall contact the Port Police Department immediately.

(Continued on next page)

RULE 34-040
HAZARDOUS COMMODITIES
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

(Continued from previous page)

Port Police may be contacted by calling (843) 577-8706. This is in addition to any further notifications required by this rule. This rule is applicable for any spill or unintended release of any fluid or hazardous or non-hazardous cargo.

2. Spills Aboard Vessels

Line Vessels or any individuals that become aware of any material release onboard a vessel shall notify the Berthing Department prior to the vessel's arrival. If necessary, the steamship line is also responsible for notifying USCG of the leaking container, identifying the cargo, and communicating plans to contain the leak aboard the vessel. The Authority does not allow a leaking container to be discharged from a vessel until there is a written plan approved by the Authority's Risk Management Department to contain and clean up the leak prior to discharge from the vessel. In close coordination with the United States Coast Guard (USCG) Marine Safety Unit, if required, the Authority will work on a case-by-case basis, on an incident regarding leaking containers aboard a vessel. Steamship Lines shall notify the United States Customs and Border Protection to insure it does not constitute a violation of the Jones Act or Merchant Marine Act of 1920.

The steamship line will ensure notifications are made to the National Response Center as required.

3. Facility Spills

In the event of any unintended release from any container or vehicle, whether or not it is a regulated or hazardous substance, if it is released on, under, or within the Authority's facilities, or the adjacent surface waters by the user or user's agents, servants, employees, invitees, visitors, licensees, or contractors, the user agrees to immediately notify the Authority, as well as all regulatory agencies requiring notification, if any.

Upon the occurrence of such an event, user, at its sole expense, shall promptly take all necessary actions to return the Authority's facilities and / or adjacent surface waters to the condition prior to the introduction of such hazardous and / or regulated substance in accordance with all environmental laws. If user does not take prompt action to commence clean-up, the Authority may undertake clean-up operations, and user shall reimburse the Authority for all such costs within thirty (30) days of written demand by the Authority. User shall provide the Authority copies of all reports provided to all regulatory agencies referenced herein until such time as the regulatory agencies release user from any further actions or monitoring of any release or violation.

4. General

The vessel discharge or gate release of any hazardous cargo container that has been identified as the source of a release, spill and/or leak will not be authorized without the approval of the USCG. However, movement of a damaged container to a mitigation area on the facility may be permitted on a case-by-case basis with the approval of the USCG.

(Continued on next page)

RULES AND REGULATIONS

RULE 34-040
HAZARDOUS COMMODITIES
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

(Continued from previous page)

D. Indemnity and Liability

Anyone or any concern handling, using, owning, transporting, possessing, or disposing of hazardous commodities shall also indemnify and hold harmless the Authority from all damages, claims, expenses, including attorney fees resulting from the presence of such commodities at or near the ports of South Carolina, excepting only that portion caused by the negligence or fault of the Authority, its agents, or employees.

Failure to comply with the requirements of this Rule 34-040 may result in denial of access to the Authority's facilities for such hazardous cargo, and any loss or cost resulting from such denial of access shall be the responsibility solely of the non-complying user and not that of the Authority.

RULES AND REGULATIONS

RULE 34-045
HOLIDAYS
ISSUED: 07FEB2019
EFFECTIVE: 07FEB2019

The following holidays are observed by the Authority. Terminal Gates may be opened with regular or modified hours for all holidays except those indicated as Closed.

Container Gate Holidays. If container gates are opened during a holiday, then Ocean Carriers will be invoiced per Rule 34-222. Modified hours for Holiday Workdays are generally 0700-1800 (Weekdays) and 0700-1400 (Saturdays).

HOLIDAY	Container Gate Hours
New Year's Day (January 1)	Closed
Martin Luther King, Jr. Birthday (Third Monday in January)	Holiday Workday
President's Day (Third Monday in February)	Holiday Workday
Good Friday (Friday before Easter)	Holiday Workday
Memorial Day (Last Monday in May)	Holiday Workday
Independence Day (July 4)	Closed
Labor Day (First Monday in September)	Closed
Veterans' Day (November 11)	Holiday Workday
Thanksgiving Day (Fourth Thursday in November)	Closed
Thanksgiving Friday (Friday after Thanksgiving)	Regular Workday
Christmas Eve (December 24)	Holiday Workday
Christmas Day (December 25)	Closed
New Year's Eve (December 31)	Holiday Workday

Break-bulk, Ro-Ro and Main Office Holidays. Generally Breakbulk / Ro-Ro gates as well as breakbulk warehouse operations and the main office will be closed on the following holidays:

HOLIDAY
New Year's Day (January 1)
Martin Luther King, Jr. Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Thanksgiving Friday (Friday after Thanksgiving)
Christmas Day (December 25)

When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.

RULES AND REGULATIONS

RULE 34-050
INSURANCE
ISSUED: 24FEB2017
EFFECTIVE: 24FEB2017

The charges published in this MTOS / Tariff do not include any expense of insurance covering owner's interest in the cargo nor will such insurance be affected by the Authority under its policies.

All users of Authority facilities, including but not limited to steamship lines, stevedoring companies, ships' agents, shippers or consignees, and rail or trucking companies, shall, at their own cost and expense, maintain and shall provide evidence that the insurance coverages stipulated in this Rule 34-050 are in force covering their use of and operations on Authority facilities. Such users agree that certificates of insurance and endorsements shall be maintained on file with the Authority and that new certificates of insurance and endorsements shall be furnished to the Authority upon any changes in the users' insurance coverages. Such certificates of insurance and endorsements shall be in a form acceptable to the Authority and shall show the policies include all coverages and endorsements required. Upon request by the Authority, users shall provide the Authority copies of all insurance policies and endorsements that are required to be maintained pursuant to this Rule 34-050.

I. General

(A) Workers' Compensation and Employer's Liability Insurance covering all persons in the employ of the user. Such insurance shall be provided in accordance with all applicable federal and state laws. Employer's Liability Insurance limits shall not be less than One Hundred Thousand Dollars ($100,000.00) per accident and One Hundred Thousand Dollars ($100,000.00) per employee for disease claims. The policy shall include an endorsement waiving the right to subrogate against the Authority.

(B) Commercial General Liability Insurance (including broad form contractual liability coverage) to cover the user while operating on Authority facilities and/or while performing work using Authority property, from any and all claims for damages arising out of bodily injury, sickness or disease, including wrongful death, or property damage, or personal or advertising injury, which may result from its operations. Commercial General Liability Insurance limits shall be determined by business type at the sole and absolute discretion of the Authority, but in all cases it shall be in the amount of not less than One Million Dollars ($1,000,000.00) combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than One Million Dollars ($1,000,000.00) applying separately to Bodily Injury and to Property Damage Liabilities, if the policy is issued with separate limits.

The policy shall also include an aggregate of at least Two Million Dollars ($2,000,000.00). The policies shall provide protection at least as broad as that provided by the most recent edition of the Commercial General Liability Policy promulgated by the Insurance Services Office (ISO) and shall be underwritten on an occurrence basis only. The Authority shall be named an additional insured with respect to the Commercial General Liability policy and shall include a waiver of subrogation in favor of the Authority. Required General Liability insurance limits may be met by a combination of General Liability and Excess Liability policies.

(CONTINUED ON NEXT PAGE)

RULES AND REGULATIONS

RULE 34-050
INSURANCE

(CONTINUED)

(C) Automobile Liability Insurance to cover any automotive vehicle owned, leased, borrowed, or otherwise used by the user. Automobile Liability Insurance shall be in the amount of not less than One Million Dollars ($1,000,000.00) combined single limit for Bodily Injuries and Property Damage Liabilities or if the policy is issued with separate limits, the limit shall not be less than One Million Dollars ($1,000,000.00) for Bodily Injuries and One Million Dollars ($1,000,000.00) for Property Damage Liabilities. The policy or policies shall be as least as broad as that provided by the latest edition of the Business Automobile Policy promulgated by the ISO.

(D) If any boats, barges, ships, or other watercraft are used in connection with the work to be performed on Authority facilities, the user shall provide (a) Protection and Indemnity Insurance and (b) Hull Coverage with the running down clause covering such watercraft. The policy limit for the Protection and Indemnity policy shall be One Million Dollars ($1,000,000.00) for each accident and shall include coverage for Jones Act/crew and for wreck removal. The Protection and Indemnity policy shall be endorsed to name the Authority as an additional insured.

(E) Property or Inland Marine Insurance shall be carried by and be the responsibility of the user as the user may deem advisable on any personal property, cargo, equipment, furnishings, additions and improvements, betterments, or any other property stored or maintained within or attached to Authority facilities. Except as caused by its own negligence, the Authority is not responsible for personal property, cargo, equipment, furnishings, machinery, additions or improvements, betterments, or any other property that is owned by the user or in the user's care, custody, or control.

(F) The insurance required herein shall be endorsed to provide that it is primary with respect to any insurance carried by the Authority and no insurance coverage of the Authority shall be called upon to contribute to the payment of any losses that would otherwise be paid by the user or covered or paid by the user's insurance.

(G) The above insurance policies shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire while the user maintains active operations or use of Authority facilities. The Authority reserves the right to modify insurance requirements herein at its sole and absolute discretion.
II. Ocean Carrier

In addition to insurance requirements listed above in "I. General" of this Rule 34-050, ocean carriers calling the South Carolina State Ports Authority shall also, at their own cost and expense, maintain and provide evidence that the following insurance coverages are in force covering their operations on Authority facilities.

(A) Ocean carriers shall provide to the Authority evidence of Protection and Indemnity and Hull Coverage with the running down clause covering any watercraft used in a service calling the Authority. Such coverage shall include wreck removal. The policy limit for the protection and Indemnity Coverage shall be not less than Five Million Dollars ($5,000,000.00) for each accident and shall include Jones Act/crew coverage.

(CONTINUED ON NEXT PAGE)

RULES AND REGULATIONS

RULE 34-050
INSURANCE

(CONTINUED)

III. Stevedoring Companies
In addition to insurance requirements listed above in "I. General" of this Rule 34-050, stevedoring companies must also, at their own cost and expense, maintain and provide evidence that the following insurance coverages are in force covering their operations on Authority facilities.

(A) If the stevedoring company considers any of its employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, or any other persons transacting business with or for such stevedoring company or in any way related to the stevedoring company's business in or upon Authority facilities to be subject to the United States Longshore and Harbor Workers' Compensation Act, 33 U.S.C. §§ 901-50 (2012), Longshore and Harbor Workers' Compensation Act coverage, and such coverage shall include an endorsement waiving the right to subrogate against the Authority.

(B) Terminal Operators Legal Liability coverage in an amount of not less than Ten Million Dollars ($10,000,000.00) to cover the stevedoring company's operations on Authority facilities. The Authority shall be named an additional insured with respect to the Terminal Operators Legal Liability policy.

(C) If the stevedoring company provides vessels or other floating equipment in connection with its work, it shall provide to the Authority evidence of Protection and Indemnity and Hull Coverage with the running down clause covering any watercraft used. Such coverage shall include wreck removal. The policy limit for the Protection and Indemnity coverage shall be not less than Five Million Dollars ($5,000,000.00) for each accident and shall include Jones Act/crew coverage. The Protection and Indemnity policy shall be endorsed to name the Authority as an additional insured.

RULE 34-055
PAYMENT OF INVOICES
ISSUED: 19DEC2014
EFFECTIVE: 19DEC2014

All invoices are rendered in accordance with this MTOS / tariff and are due on presentation payable at Charleston, South Carolina in dollar funds collectible at par. Failure to pay within 30 days (or within the time specified in an agreement between the user and the Authority) will result in the responsible party being placed on the delinquent list. All parties placed on the delinquent list will be denied further use of Authority facilities until all outstanding charges have been paid. The Authority reserves the right to estimate and collect in advance all charges against cargo or vessels if credit has not been established with the Authority or if parties representing such cargo or vessels have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid. The Authority reserves the right to apply any payment received against the oldest outstanding invoices.

Amounts outstanding after 30 days will be considered delinquent and may be subject to interest charges at a rate of 1% per month or 12% per annum.

RULES AND REGULATIONS

RULE 34-060
PROVIDING BILLING INFORMATION
ISSUED: 15SEP2003
EFFECTIVE: 01OCT2003

All vessels, their owners, agents, and stevedoring companies shall permit the Authority access to manifests, loading or discharge lists, rail or motor carrier freight bills or any pertinent documents for the purpose of audits to determine the accuracy of reports filed or for obtaining necessary information for correct billing of charges. They shall, within five (5) regular working days after vessel sails, furnish the Authority with information on all cargo loaded or discharged as well as any other information which might be required for the accurate billing of cargo and vessel charges.

The penalty provisions of this rule for failure to provide such information within the specified time will result in a charge of $50.00 per day for each day beyond the five (5) regular working days allowed and may result in the denial of berth assignment for any succeeding vessel(s) until such user is in compliance.

RULE 34-065
REGISTRATION REQUIRED
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

All firms conducting business with the Authority or operating on Authority facilities and all firms operating within the harbors of the ports under the jurisdiction of the Authority that provide a service to vessels or barges docking at Authority facilities are required to register with the Authority on July 1 of each year. Firms shall include all corporations, partnerships, or individual proprietorships. Registration will consist of completing a form to be furnished and filed with the Authority. Information to be furnished shall include the name and address of the firm and its principals or senior corporate officers, the location of all offices, a listing of business licenses in effect and credit references. In addition, all firms shall furnish to the Authority certificates of insurance evidencing coverage requirements stated on the annual registration form. The registration form must be signed by a principal or senior corporate officer of the firm and the Authority may deny use of its facilities to any firm furnishing false, incomplete, or misleading information. All new firms must register and furnish certificate of insurance prior to conducting any business or operations as defined in this rule. Subsequent registration shall take place on July 1 of each year.

RULE 34-067
SOLICITATION
ISSUED: 19DEC2014
EFFECTIVE: 19DEC2014
It shall be unlawful for any person or firm to solicit or carry-on business on Authority facilities without first registering with the Authority as required by this MTOS / Tariff in Rule 34-065 in addition to having the required State, County, and/or local municipal occupational licenses. Registered persons or firms conducting business with the Authority or operating on Authority facilities and certain registered persons or firms that provide services and operate within the harbors of the ports under the jurisdiction of the Authority shall comply, where it is applicable, with the Authority's written Policy on Solicitation.

RULES AND REGULATIONS

RULE 34-070
REGULAR WORKING HOURS
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The regular working hours of the Authority are from 8 a.m. to 12 Noon and from 1 p.m. to 5 p.m., Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges, except as otherwise shown.

The regular working hours related to Container Yard Operations only are 5 am to 5 pm, Monday through Friday, holidays excepted.

Operating hours for receipt and delivery of pier containers are 5 am to 5 pm Monday – Friday and Saturday from 6 am to 5 pm, holidays excepted.

If the gates are opened outside the regular hours, whether by Authority choosing or upon request, then Ocean Carriers will be invoiced for their proportional share of gate labor expense based on their volume of transactions. See Rule 34-221 for exceptions.

RULE 34-075
RESPONSIBILITY FOR CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 15JUN2017

On each shipment moving out of the port by water, the party performing the forwarding function shall be responsible to the Authority for the payment of terminal charges on such shipment and these charges shall become the obligation of the party performing the forwarding. In any case of doubt as to who is the party performing the forwarding function, acceptance of the inventory record tendered by the Authority shall constitute an admission by the party accepting it that he is performing the forwarding function. Under no circumstances shall the Authority be requested or expected to tender inventory records to parties not maintaining a place of business in the Port of Charleston.

The party performing the forwarding function for export household goods and privately owned vehicles shall be responsible for the collection of terminal charges to the Authority prior to the cargo loading aboard a vessel. Invoicing for these terminal charges will be submitted only to the party performing the forwarding function and remittances shall be made in legal tender from the party performing the forwarding function.

On each shipment moving into the port by water, the party performing the forwarding function shall be responsible to the Authority for the payment of terminal charges on such shipment and these charges shall become the obligation of the party performing the forwarding.

On each shipment moving into another port by water and transshipped to Authority facilities by rail or truck, the vessel discharging the cargo at the other port shall be responsible to the Authority for the handling in charge which shall become the obligation of the vessel or agent. Any additional charges shall become the obligation of the party performing the forwarding.

The local steamship agent handling the vessel or representing the line shall be responsible to the Authority for terminal charges assessed against the vessel or line. The barge line or its agent shall be responsible to the Authority for terminal charges assessed against barges.

(Continued on next page)

RULES AND REGULATIONS

RULE 34-075, CONT'D.

On each shipment, inbound or outbound, the Authority shall have the right to refuse to release a shipment until given satisfactory assurance that all terminal charges against the shipment will be paid.

RULE 34-080
RESPONSIBILITY FOR CLEANING FACILITIES
ISSUED: 19DEC2014
EFFECTIVE: 19DEC2014

All users of Authority facilities shall be held responsible for cleaning the facilities after using them, including adjacent aprons and gutters. If the facilities are not properly cleaned, the Authority shall order them cleaned and bill the responsible party at the charges published in this MTOS / tariff.

RULE 34-085
RESPONSIBILITY FOR DAMAGE TO FACILITIES
ISSUED: 01DEC2013
EFFECTIVE: 01DEC2013

All users of Authority facilities, including vessels, their owners, and agents, shall be held responsible for all damage resulting from their use of Authority facilities and the Authority shall reserve the right to repair or replace or contract for repair or replacement of such damaged facilities. Such users damaging Authority facilities shall be liable for actual cost of repair or replacement of the damaged facilities, plus fifteen percent (15%) of such costs for Authority overhead and supervision, plus such other damages recoverable under the laws of the State of South Carolina.

The Authority may detain any vessel or other watercraft responsible for damage until security has been given in the amount of the amount of one and one-half times the estimated cost of repair or replacement of the damaged facilities, or, if repairs or replacement have been completed, the actual cost to repair the damage or replace the damaged facilities, plus fifteen percent (15%) for Authority overhead and supervision.

If legal action is necessary to collect the cost of repair or replacement of the damaged facilities, the Authority shall be entitled to recover the costs of collection, including reasonable attorneys' fees, which fees shall not be less than fifteen (15%) of the amount of the actual costs of repair or replacement and Authority overhead and supervision, which collection costs shall be made part of any judgment obtained.

RULES AND REGULATIONS

RULE 34-086
SAFETY AND WORKMANLIKE PERFORMANCE
ISSUED: 24FEB2017
EFFECTIVE: 24FEB2017

All users of Authority facilities covenant and agree to prohibit the use or consumption of alcoholic beverages, drugs, or other intoxicants by users and their employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, and all other persons transacting business with or for such users or in any way related to user's business in or upon Authority facilities.

All users of Authority facilities shall conduct their operations and activities at Authority facilities in a safe manner, shall comply with all safety rules and regulations of the Authority, and shall comply with all applicable Federal, State, and/or Local laws, rules, and regulations, including but not limited to those imposed by the U.S. Occupational Safety and Health Administration, the U.S. Coast Guard, the U.S. Environmental Protection Agency, and the U.S. Department of Transportation. Also, all users shall require the observance of these safety laws, rules, and regulations by their employees, agents, contractors, subcontractors, suppliers, business invitees, visitors, and all other persons transacting business with or for such users or in any way related to user's business in or upon Authority facilities. Each user agrees, for itself and any employee, contractor or other person working for or on behalf of the user, to always observe due care as required by the circumstances of its operations on Authority facilities. Also, neither the user nor its employees nor any contractor nor any person engaged in the performance of user's operations shall require any person working for or on behalf of such user to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to anyone's health or safety.

All users of Authority facilities shall perform their work in a workmanlike manner.

RULE 34-090
SHIPPERS REQUESTS AND COMPLAINTS
ISSUED: 19DEC2014
EFFECTIVE: 19DEC2014

Requests and complaints from shippers on matters relating to charges, rules and regulations published in this MTOS / tariff should be addressed to:

Tariff Manager
South Carolina State Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464
quotes@scspa.com

RULE 34-091
SEVERABILITY
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

If any term of this Marine Terminal Operator Schedule (MTOS) / Tariff is to extent illegal, invalid, or incapable of being enforced, such term shall be excluded only to that extent. All other terms shall remain in full force and effect. To the extent permitted and possible, it is intended that the illegal, invalid, or unenforceable term be replaced by one that is legal, valid, and enforceable and comes closest to expressing the intention of such invalid or unenforceable term.
I

RULES AND REGULATIONS

RULE 34-095
SMOKING PROHIBITED AND FIRE SIGNAL
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

Smoking in the transit sheds, warehouses, on the dock or on vessels handling cotton or other flammable cargo is prohibited. In case of fire on board a vessel in port, except vessels underway, such vessel should sound five (5) prolonged blasts of the whistle or siren, each blast to be from four to six seconds duration, to indicate a fire on board or on the dock at which the vessel is berthed. Such signal should be repeated at intervals to attract attention and may be used as an additional method for reporting a fire.

RULE 34-096
PORT POLICE SERVICES
ISSUED: 15SEP2000
EFFECTIVE: 01OCT2000

The South Carolina State Ports Authority Port Police has jurisdiction over all aspects of security at Authority terminals and facilities, including, but not limited to, cargo, gate, crew way watch and other routine or emergency situations. Any request to use private or special security other than the Authority's Port Police **must be approved by the Authority's Chief of Police**.

If private or special security is authorized, certified police officers must be used. The Chief of Police will determine the number of personnel assigned per function. The Authority reserves the right to assess a charge for any special function or activity. The Chief of Police can be reached at phone numbers (843) 577-8665 and (843) 728-0245 or via fax at (843) 577-8655.

Charges for normal port security (cargo and gate) are published in Rule 34-200.

Charges for private or special security, if authorized, will be billed at cost, plus thirty (30) percent.

RULES AND REGULATIONS

RULE 34-097
PERSONNEL AND VEHICLE ACCESS TO FACILITIES
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

A. Personnel Access

All Authority Terminals and facilities are Restricted Access Areas. Entry into Authority facilities is allowed for valid, verifiable business only. Persons seeking entry must present photo identification (ID) approved by and acceptable to the Authority's Port Police; entry is not permitted without an approval and valid photo ID. Photo ID must be produced on demand of the Authority or of law enforcement when on Authority facilities.

All facility personnel that require regular access to Authority facilities for official business must apply for Transportation Worker Identification Credential (TWIC) cards issued by the United States Transportation Security Administration. Regular access is access more than twice within any consecutive 30-day period. TWIC cards must be displayed at all times while on Authority facilities.

B. Vehicle Access

All persons requiring regular vehicle access to Authority facilities, and which are necessary and essential to accomplish authorized job tasks on Authority facilities, as determined by the Authority, must apply for vehicle access decals through the Authority's Port Police. Vehicles that are authorized regular access will be issued appropriate decals to display on the windshield. The decals will expire annually at the end of the month in which they were issued.

A charge of $20.00 per year shall be paid for each and every vehicle that is necessary and essential to accomplish the authorized job tasks on Authority facilities and for which the Authority will issue an identifying decal authorizing entrance to Authority facilities.

Vehicles that are not essential and necessary to accomplish the authorized job task for access purposes, as determined by the Authority, but are used as transportation to and from work, will pay to the Authority $5.00 per year for each and every vehicle for which the Authority will issue an identifying decal authorizing entrance to park in General Parking Lots only.

Applicants for vehicle access decals must provide the Authority with certificates or other satisfactory proof of liability insurance.

All persons operating vehicles on Authority facilities must abide by all Authority traffic and parking regulations, signs and traffic control signals and pavement markings. Violations shall result in monetary fines, suspension of vehicle access privileges, and/or impoundment or removal of the vehicle, as appropriate in the judgment of the Authority. Habitual offenders or those failing to pay fines shall have vehicle access privileges revoked.

Vehicles improperly parked in areas designated as restricted or no-parking areas may be towed, removed and/or impounded, with or without notice, at the risk and expense of the owner. Vehicle owners shall comply with directions of the Authority's Port Police as to operation, parking, or location of vehicles.

(Continued on next page)

RULES AND REGULATIONS

RULE 34-097, CONT'D.

C. Weapons Prohibited, Security Screening and Searches

Weapons are prohibited on Authority facilities except for authorized law enforcement. The Authority enforces the laws, rules and regulations promulgated under the Maritime Transportation Security Act of 2002. Entry into Authority facilities constitutes valid consent to search of persons, vehicles, and property on Authority facilities. Security screenings and searches may include, without being limited to, visual inspection, inspection inside packages and containers, and use of mirrors, screening devices or dogs. Searches may be conducted at random.

D. Failure to Comply

Persons or vehicles failing to comply with this Rule may be denied access to Authority facilities and/or removed from Authority facilities.

RULE 34-098
ON-HOLD CARGO
ISSUED: 24FEB2017
EFFECTIVE: 24FEB2017

Any stevedore that moves cargo deemed to be on-hold by any Federal, State, and/or Local government, or any subdivision thereof, including but not limited to the Authority, (individually and collectively "the Government") without the Government's written permission shall be responsible for and shall indemnify and hold harmless the Authority for any and all claims, suits, damages, injuries to persons or property, civil or criminal fines or penalties, or legal, regulatory, or administrative proceedings arising out of or resulting therefrom. Additionally, if any legal, regulatory, or administrative proceedings are necessary because of the stevedore's movement of on-hold cargo without the Government's written permission, the stevedore shall be liable to the Authority for all of the Authority's legal costs and expenses arising therefrom or relating thereto, including all attorneys' fees incurred. Additionally, any stevedore moving on-hold cargo without the Government's written permission shall be liable to the Authority for overhead expenses in the amount of fifteen percent (15%) of any Government fines, penalties, or costs incurred by the Authority, the cost of which shall be made part of any judgment obtained.

RULES AND REGULATIONS

RULE 34-099
DISCLOSURE OF INFORMATION
ISSUED: 01APR2018
EFFECTIVE: 01APR2018

By using the Authority's facilities or services, including intermediary functions, the user is consenting to the Authority collecting, transmitting, storing, using and sharing user's information as set forth in the Authority's Privacy Policy, as may be amended from time to time. A copy of the Authority's Privacy Policy can be found on the Authority's website at www.scspa.com .

By using the Authority's facilities and services, including intermediary functions, the user consents to the Authority disclosing, sharing, and receiving with its business partners (business partners to include but not be limited to stevedored, rail carriers, motor carriers, water carriers) all information relating to any shipment, property or cargo that passes through the Authority's facilities or is handled by the Authority, and that is necessary to conduct the Authority's business, including but not limited to, the nature, kind, quantity, destination, consignee, or routing of any property or cargo tendered to or delivered to a common carrier.

RULE 34-076
ABANDONED PROPERTY AND LONG DWELLING PROPERTY
ISSUED: 24AUG2021
EFFECTIVE: 24AUG2021

For purposes of this Rule 34-076, the following definitions shall apply:

"Abandoned Property" means any tangible property, including but not limited to, containers, chassis, drums, tanks, vehicles, boxes, cargo, goods, parts, and equipment which has been left or stored on a terminal facility ninety (90) days or longer.

"Long-Dwelling Property" means any tangible property, including but not limited to, containers, chassis, drums, tanks, vehicles, boxes, cargo, goods, parts, and equipment which has been left or stored on a terminal facility fifteen (15) days or longer.

"Owner" means the User who moved the Abandoned Property or Long-Dwelling Property onto the terminal and/or any other party known to the Authority who may claim an interest in the Abandoned Property or Long-Dwelling Property, including but not limited to the User's agent, owner, and the owner's agent.

"Written Notice of Abandoned Property" means notice sent via first-class or certified mail to the last known address of the Owner as indicated on the Authority's records; such notice shall be deemed delivered on the date of receipt or three (3) days after the postmark on the notice's envelope, whichever is earlier.

"Written Notice of Long-Dwelling Property" means notice to the last known address of the Owner as indicated on the Authority's records sent via i) first-class or certified mail or ii) electronic mail or other electronic means (with confirmation of transmission). If sent via first-class or certified mail, such notice shall be deemed delivered on the date of receipt or three (3) days after the postmark on the notice's envelope, whichever is earlier. If sent via electronic mail or other electronic means (with confirmation of transmission), such notice shall be deemed delivered on the date of receipt or three (3) days after transmission, whichever is earlier.

Relocation of Long-Dwelling Property

The Authority, in its sole and exclusive discretion, and with three (3) days prior Written Notice of Long-Dwelling Property to Owner, may relocate Long-Dwelling Property to another terminal facility or an off-terminal site leased or licensed by the Authority. Owner will be responsible for all costs and expenses associated with relocating Long-Dwelling Property, including but not limited to any costs to move, dray, load, unload, barge, remove, and store the Long-Dwelling Property. The Authority will provide further written notice of the relocation to the Owner once the Long-Dwelling Property is relocated. The Authority shall not be responsible for any costs or expenses incurred by Owner or any third party because of Authority relocating Long-Dwelling Property, except as provided under Rule 34-020.

Any party or User, including but not limited to Owners, failing or refusing to remove Long-Dwelling Property after Written Notice of Long-Dwelling Property from the Authority shall release, indemnify, defend, and hold harmless the Authority from any and all claims, suits, damages, injuries to persons or property, civil or criminal fines, or legal, regulatory or administrative proceedings, arising out of or relating to the presence of such Long-Dwelling Property on the Authority's terminals and the Authority's relocation of the Long-Dwelling Property. If any legal, regulatory, or administrative proceedings are necessary because of the failure to remove Long-Dwelling Property after notice, the interested party or parties shall be liable to the Authority for all the Authority's legal costs and expenses, including but not limited to attorneys' fees.

Sale of Abandoned Property

The Authority in its sole and exclusive discretion may sell Abandoned Property (individually, in bulk, or in packages) at a public or private sale in accordance with South Carolina Code Annotated §§ 36-7-206 and 36-7-210. The Authority will give the Owners thirty (30) days' prior Written Notice of Authority's intent to sell the Abandoned Property. Prior to the sale of the Abandoned Property, any Owner may claim and remove the Abandoned Property upon payment of all accrued charges relating to the Abandoned Property. The Authority shall be entitled to use the proceeds of any such sale to satisfy its lien on the Abandoned Property and all costs and expenses associated with the sale or disposal of the Abandoned Property. Owners shall remain liable to the Authority for all accrued charges, and all costs and expenses of selling or appropriately disposing of the Abandoned Property, less any sales proceeds received by the Authority.

Any party or User, including but not limited to Owners, abandoning, failing, or refusing to remove Abandoned Property after Written Notice of Abandoned Property from the Authority shall release, indemnify, defend, and hold harmless the Authority from any and all claims, suits, damages, injuries to persons or property, civil or criminal fines, or legal, regulatory or administrative proceedings, arising out of or relating to the presence of such Abandoned Property on the Authority's terminals and the Authority's sale or disposal of the Abandoned Property. If any legal, regulatory, or administrative proceedings are necessary because of the failure to remove abandoned, long-dwelling, refused, or unclaimed Abandoned Property after notice, the interested party or parties shall be liable to the Authority for all the Authority's legal costs and expenses, including but not limited to attorneys' fees.

I. RULES AND REGULATIONS

B. BREAKBULK

RULES AND REGULATIONS

RULE 34-100
FREE TIME
ISSUED: 01DEC2015
EFFECTIVE: 01DEC2015

The Authority will allow the following free time on cargo moving through its facilities:

No Free Time allowed on any export or import piece of cargo held on the high dock area. This includes cargo remaining on the high dock by stevedores after the vessel departs. High dock storage is $400.00 / unit / day.

The Authority will have the option to move pieces remaining on the high dock and not moved to point of rest further on terminal by the time the vessel departs at the stevedore's expense.

The Authority will have the option to move pieces after expiration of free time, to another location on Authority premises or to a public/private warehouse at the owner's expense.

Ten (10) days, including Saturdays, Sundays, and holidays, on export cargo held under cover and loaded aboard a vessel.

Fifteen (15) days, including Saturdays, Sundays, and holidays, on export cargo not subject to weather damage held in the open and loaded aboard a vessel.

Ten (10) days, including Saturdays, Sundays, and holidays, on import cargo discharged from a vessel and held under cover.

Fifteen (15) days, including Saturdays, Sundays, and holidays, on import cargo not subject to weather damage discharged from a vessel and held in the open.

Ten (10) days, including Saturdays, Sundays, and holidays, on cargo transshipped between vessels.

Free time will begin at the first 8 a.m. after receipt of the cargo.

No free time will be allowed on cargo that is not loaded aboard or discharged from a vessel at Authority facilities.

After free time expires on import cargo, a handling to store charge will be assessed if cargo is physically moved.

If storage space is not available at the terminal where cargo is located, cargo will be transferred to a terminal where storage space is available at owner's expense.

No free time will be allowed on cargo loaded or discharged directly between vessels and cars or trucks, cargo of an objectionable nature or cargo which might contaminate other cargo.

Transfer of ownership of cargo after free time expires will result in a handling and drayage charge, if applicable.

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RULES AND REGULATIONS

RULE 34-100, CONT'D.

The Authority may alter the allowable free time on any merchandise if terminal operations or movement of merchandise are interrupted by war, earthquake, flood, fire, riot, or any unusual occurrence which, in the judgment of the Authority, warrants the alteration of such free time.

RULE 34-105
COMPUTATION OF STORAGE
ISSUED: 19DEC2014
EFFECTIVE: 19DEC2014

Except as otherwise shown, the storage charges published in this MTOS / tariff are for each calendar day or fractional part thereof.

Storage charges published in this MTOS / tariff will be assessed per 2,000 pounds, unless otherwise noted.

Storage on export cargo will cease to accrue when cargo is stuffed into a container or loaded aboard a vessel.

Storage will be calculated using daily rates on a calendar month basis with each month being defined as a 30-day period beginning on the first of a given month.

Partial month storage will be calculated on actual days in store and minimums will apply.

The rate for the first partial month's storage and/or the first full month's storage will be at the base MTOS / tariff rate.

Cargo in storage the second full month will be at the base MTOS / tariff rate plus 50%.

Cargo in storage the third full month will be at the base MTOS / tariff rate plus 100%.

RULE 34-110
LOADING OR UNLOADING TRUCKS
ISSUED: 01DEC2015
EFFECTIVE: 01DEC2015

The Authority requires scheduling in advance of all receipt and delivery of breakbulk cargo by truck. Cargo to be loaded or unloaded on Tuesday through Friday must be scheduled by 3:00 p.m. the preceding day. Cargo to be loaded or unloaded on Saturday, Sunday or Monday must be scheduled by 3:00 p.m. the preceding Friday. Trucks that arrive after their scheduled time slot or without a scheduled time slot will be considered unscheduled and may not be serviced immediately. Unscheduled trucks are subject to an unscheduled truck fee (see rule 34-255).

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RULES AND REGULATIONS

RULE 34-110, CONT'D.

The Authority will make every attempt to serve unscheduled or late trucks during the day of arrival--this cannot be guaranteed. Such unscheduled trucks may need to be scheduled on a subsequent day. The Authority may require overtime if loading or unloading of trucks cannot be performed during straight time. Additional charges for services performed in overtime status are applicable in Rule 34-200.

When cranes are required to load or unload cargo at the Authority and domestic trucks fail to meet their scheduled appointment, standby charges will be assessed at the hourly crane rental rates, plus thirty (30%) percent.

The SCSPA will not be responsible for truck lashing or unlashing and it must be done by the trucker or other party.

Scheduling is done at the respective terminal where cargo is received.

The scheduling department can be reached at telephone number (800) 382-4577

RULE 34-111
LOADING OR UNLOADING RAIL CARS
ISSUED: 01DEC2015
EFFECTIVE: 01DEC2015

All cars furnished by rail carriers will be accepted as cars in good order and will be loaded or unloaded with the exception of improperly loaded cars, which will not be handled at regular MTOS / tariff rates. The rail carrier will be called, and a special contract will be executed covering the unloading of improperly loaded cars. Trash, fastenings, dunnage, paper, and refuse will not be cleaned from cars. Lashing or unlashing to/from rail cars will not be done by the SCSPA. If rail cars have not been properly cleaned before placing on rail, the rail carrier will be held responsible for contamination and for detention of cars until they are properly cleaned. Any services required by rail carriers will be performed on a cost plus thirty (30%) percent basis.

RULE 34-115
NON-RESPONSIBILITY FOR DEMURRAGE OR DETENTION
ISSUED: 15SEP2001
EFFECTIVE: 01OCT2001

The Authority will not be responsible for any demurrage or detention on rail cars, trucks, containers, chassis, or vessels, except for any portion of the charge caused by the Authority's own negligence.

RULES AND REGULATIONS

RULE 34-120
QUOTATION OF SPECIAL CHARGES, RULES OR REGULATIONS
ISSUED: 24FEB2017
EFFECTIVE: 24FEB2017

The Authority may quote special charges, rules, or regulations to government agencies or charitable organizations. It may also quote special charges on plant or project cargo moving from one shipper to one consignee and on which advance arrangements have been made with the Authority.

The Authority may quote handling/storage charges on volume breakbulk shipments for time increments not to exceed one year.

When such arrangements are made, the terms and conditions of the arrangement shall be filed, if required, with the Federal Maritime Commission on or before the effective date of the arrangement.

When special charges, rules, or regulations are quoted or negotiated, such arrangements shall apply only to the requesting party or, in the case of customs brokers and/or freight forwarders, the cargo account they represent. Such special charges, rules, or regulations shall apply to no other party unless agreed to by the Authority.

RULE 34-121
RECEIPT OF EXPORT BREAKBULK CARGO
ISSUED: 24SEPT2019
EFFECTIVE: 17SEPT2019

The following information is required for acceptance of export breakbulk cargo upon delivery and is required to be supplied to the Authority on an Export Dock Receipt.

Exporter/Shipper
Commodity Description
Number of Pieces
Weight (gross)
Measurement/Dimensions
Identification Marks/Project Cargo
Exporting Carrier/Vessel and Voyage Number
Booking Number
Port of Discharge
Freight Forwarder and Reference Number
Hazardous Certificate, When Required
Miscellaneous Services Required
Bill to Party and Reference Number

Export Dock Receipt may be sent to the following:

Columbus Street Terminal:	Email: CSTAppointments@scspa.com
North Charleston Terminal:	Email: NCTBreakbulk@scspa.com
Union Pier Terminal:	Email: CSTAppointments@scspa.com
Wando Welch Terminal:	Email: WWTDockoffice@scspa.com
Veterans Terminal:	Email: CSTAppointments@scspa.com

RULE 34-125
SEGREGATION OF CARGO
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

An additional handling charge will be assessed for the segregation of cargo.

RULES AND REGULATIONS

RULE 34-126
CARGO LIKELY TO DAMAGE OTHER CARGO
ISSUED: 24FEB2017
EFFECTIVE: 24FEB2017

If, in the sole discretion or opinion of the Authority, any cargo is likely to damage other cargo, that cargo may be moved to another shed, warehouse, or private facility at the risk and expense of the cargo's owner, without the necessity of prior notice of the owner.

RULE 34-130
SHIPSIDE LOADING OR DISCHARGING
ISSUED: 10DEC2010
EFFECTIVE: 10JAN2011

Advance arrangements must be made with the respective Terminal Manager for shipside loading or discharging between vessels or barges and: rail cars, vessels, barges, non-Authority operated breakbulk areas or trucks.

RULE 34-135
MTOS / TARIFF RESTRICTIONS
ISSUED: 04DEC2020
EFFECTIVE: 01JAN2021

Unless specified, the handling and storage charges published in this MTOS / tariff will not apply on the following:

Pieces or packages that require crane handling.

Marble, slate, or stone slabs, less than four (4) inches thick, loose, not boxed, or crated.

Commodities named above will be handled by the Authority only under contract arrangements with the owner.

Charges published in this MTOS / tariff will not apply on commodities that are highly flammable, explosive, or otherwise dangerous or of uncertain value except under advance arrangements with the Authority.

Commodities of an objectionable nature or commodities which might contaminate other commodities will only be handled directly between cars or trucks and vessel. Such commodities will not be handled through transit sheds or warehouses.

The charge for the above restrictions will be billed at the published MTOS / tariff rates for equipment and labor when Authority equipment and labor is used, or the hourly rates for equipment and labor, if rented, plus 30%. Any material used will be billed at actual cost, plus 30%. If lift truck(s) are used, a charge based on size/capacity of lift truck(s) per straight time hour and a charge based on size/capacity of lift truck(s) per overtime hour will apply as per Rule 34.210. (See Rules 34-200 and 34-210.) (This rate will be quoted and filed with the Federal Maritime Commission as per the FMC's applicable rule.)

Charges published in this MTOS / Tariff shall not apply to High-Value Cargo, which is defined as a single piece or package valued in excess of one million dollars ($1,000,000). Services relating to High-Value Cargo shall be provided only by written agreement at such charges and with such requirements as agreed by the parties.

All cargo under the control of the South Carolina State Ports Authority will be loaded, unloaded, or handled by the Authority. No others will be allowed to perform such handling or manipulation of cargo without special permission from the Authority. If and when that permission is granted, a charge or $0.55 per net ton will be assessed against the supplier of those services. (See Rule 34-250 A)

RULES AND REGULATIONS

RULE 34-141
U.S. MILITARY MOVEMENTS, EXERCISES, AND/OR DEPLOYMENTS
ISSUED: 31JAN2014
EFFECTIVE: 01FEB2014

The U.S. military must make advance arrangements for the use of the facility with the General Manager prior to cargo delivery. The Authority will assess the following rate whenever any branch of the U.S. military has any such movements at Authority terminals. This rate covers wharfage, receiving, delivery and storage area up to twenty (20) consecutive days. This rate will be assessed per measurement ton at $4.45. If storage accrues, the rate will be $0.11 per measurement ton, per day. A measurement ton is forty (40) cubic feet of cargo. See Rule 34-060 for providing billing information.

RULE 34-142
SHIPMENT OF DRY BULK IN CONTAINERS
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

Due to the tendency of dry bulk cargo to shift and the increased likelihood of damage, the Authority will not assume any liability for damage to containers and/or their contents if said container consists of dry bulk products loaded loose within it. For the purposes of this rule, dry bulk cargos include, but are not limited to, bulk agricultural products and bulk pellets.

I. RULES AND REGULATIONS

C. CONTAINER

RULES AND REGULATIONS

RULE 34-145
CONTAINERS AND CHASSIS
ISSUED: 15APR2005
EFFECTIVE: 01JUN2005

The Equipment Interchange Receipt will be furnished and prepared by the Authority to the extent of noting visual damage, excluding running gear, lights, wiring and contents.

All containers and/or chassis received from or delivered to an inland carrier or local drayman are required to move through an inspection and/or holding area designated by the Authority.

The Authority accepts no responsibility for furnishing chassis or any other type of conveyance.

The Authority accepts no responsibility for the condition of containers and/or chassis until such equipment has moved through an inspection station.

RULE 34-150
CONTAINER REPAIRING, SERVICING AND CLEANING
ISSUED: 15SEP2008
EFFECTIVE: 01OCT2008

All container repairing, servicing, and cleaning firms conducting operations on Authority facilities shall register with the Authority prior to undertaking such operations and thereafter on July 1 of each year and, in addition, shall comply with the following:

Pay to the Authority a charge of $265.00 per year for each and every vehicle to be used on Authority facilities for which the Authority will issue an identifying decal authorizing entrance to Authority facilities.

Deposit with the Authority either cash or bond in the amount of $500.00 any balance of which will be refunded within 30 days after termination of all operations on Authority facilities.

Provide the Authority with copies of certificates of liability insurance covering the operations on Authority facilities showing the maximum limits for bodily injury and property damage.

Mark and identify all vehicles and equipment to be used on Authority facilities and maintain such vehicles and equipment in good condition.

Remove from Authority facilities all vehicles, equipment and material not currently being utilized and all scrap and trash resulting from operations on Authority facilities.

Conduct all operations in accordance with Authority, Coast Guard and OSHA regulations and federal, state, and local statutes and only within areas designated by the Authority and refrain from entering other areas without written permission from the Authority.

RULES AND REGULATIONS

RULE 34-151
PROVISION OF VERIFIED GROSS MASS (VGM) FOR EXPORT CONTAINERS
ISSUED: 20DEC2018
EFFECTIVE: 20DEC2018

On April 28, 2016, the U.S. Coast Guard issued a Declaration of Equivalency to Regulation VI/2 of the International Convention for Safety of Life at Sea (SOLAS) which stated that existing U.S. laws and regulations for providing verified container weights are equivalent to the requirements of SOLAS Regulation VI/2. The U.S. Coast Guard cited a specific method for providing the container's verified gross mass (VGM) whereby a terminal weighs the container and, when duly authorized, verifies the VGM on behalf of the shipper. Further, it was stated that, for the purposes of determining the VGM of a container, any equipment currently being used to comply with Federal or State laws, including the container weight requirements in 29 CFR 1918.85(b), are acceptable for the purpose of complying with SOLAS.

To facilitate the safe and efficient movement of export container cargo via the Port of Charleston, the Authority, in accordance with applicable Federal and State law will utilize the following procedures in the Port of Charleston for weighing all export containers:

- The gross container weight (cargo and container tare weight) shall be determined in the following way:

  ➔ The truck (including fuel and driver), chassis, container, cargo, and any other ancillary equipment such as genset (where utilized) are weighed intact on weigh-in-motion scales thereby providing a gross scale weight.

  ➔ The weight of the truck (as declared on the Department of Motor Vehicle's registration), chassis, fuel, driver weight and other ancillary equipment (as declared by the trucking company) are deducted from the gross scale weight to arrive at the gross container weight (cargo and container tare weight).

- This gross container weight will be supplied to the ocean carrier as the shipper's VGM for the container via EDI 322 transmission contemporaneously with its determination.

- These VGMs will be made available to stevedores or others stowing ships in the port for utilization in stowage plans.

All shippers shipping export containers via the Port of Charleston authorize the use of these procedures to meet their SOLAS obligations. If a shipper using the Port of Charleston wishes to use an alternate method to comply with its SOLAS obligation, it shall make the necessary arrangements with the ocean carrier moving its cargo. Notwithstanding any such arrangements, however, shippers' containers will be weighed, and the weight will be supplied to the ocean carrier as provided in this Rule in order to facilitate compliance with applicable SOLAS requirements and associated guidelines.

All Rules under this Marine Terminal Operator Schedule, including, but not limited to, MTOS Sections 34-001 [Authority Held Harmless] and 34-020 [Authority Liability], shall apply.

RULES AND REGULATIONS

RULE 34-152
PRESENTING CONTAINERS TO EQUIPMENT OPERATOR
ISSUED: 02MAR2017
EFFECTIVE: 02MAR2017

Users presenting a container to an Authority equipment operator to be lifted from a truck or other means of conveyance represent and warrant to the Authority that each container is unlashed, unlocked, loosened, or otherwise safe to be lifted from the means of conveyance. It is incumbent upon the user to make a thorough inspection and to satisfy himself that each container is unlashed, unlocked, loosened, or otherwise safe to be lifted from the means of conveyance. User shall be responsible for and assume all risks for injuries or damages which may arise from or grow out of a container not being unlashed, unlocked, loosened, or otherwise safe to be lifted from the means of conveyance.

User agrees to fully protect, indemnify, reimburse, and save harmless the Authority and its employees against any and all causes of action, suits, claims, damages, and demands, of whatever kind or nature, including claims for consequential property damage, natural resource damage, loss of income and earnings, civil or criminal fines that are incident to or result from user's failure to ensure that each container is unlashed, unlocked, loosened, or otherwise safe to be lifted from the means of conveyance, and shall defend the Authority from any legal or equitable action brought against the Authority based on said damages, and pay all expenses and attorneys' fees in connection therewith.

This rule is not to be construed as requiring any user to indemnify or hold harmless the Authority for that portion or percentage of such losses, if any, caused by the negligence of the Authority.

RULE 34-153
RADIATION PORTAL MONITORS
ISSUED: 01FEB2018
EFFECTIVE: 01MAR2018

All trucks with import loads must exit the container terminals via a Radiation Portal Monitor (RPM). Containers going through an RPM outside of regular working hours will have additional labor charges made to the ocean carrier per Rule 34-225. RPM overtime will require at least two personnel and have a two-hour minimum call out guarantee.

I. RULES AND REGULATIONS

D. EQUIPMENT

RULES AND REGULATIONS

RULE 34-155
RENTAL OF EQUIPMENT
ISSUED: 24SEPT2019
EFFECTIVE: 17SEPT2019

The Authority rents or otherwise provides heavy lift and container handling equipment and over-height cargo spreader bar attachments ("Crab Gear") to steamship lines ("Renting Party"). For purposes of this Rule, the term "Renting Party" shall also include the steamship line's stevedores, contractors, and any other agents involved in the movement of cargo using this rented equipment. The use of private heavy lift equipment, container handlers, and Crab Gear must be approved by the Authority and is subject to the requirements set forth by Rule 34-160 of this MTOS / tariff.

Heavy lift equipment, container handlers, and Crab Gear may be rented by the Renting Party to support vessel stevedoring operations and container yard operations.

The Authority agrees to provide adequate heavy lift equipment, container handlers, and Crab Gear to the Renting Party. Notwithstanding anything herein to the contrary, the Renting Party of the Crab Gear shall be responsible for selecting the appropriate attachments for the cargo to be lifted and ensuring that the over height extensions are suitable for the intended lift, that the selected attachment provides sufficient clearance from the top and ends of the cargo to safely attach to the container to be lifted and that all lifting appliances are operated within their rated capacity. The Renting Party of the Crab Gear shall coordinate with the Authority's Crane Supervisor at the commencement of vessel operations to request any Crab Gear, provided an estimated number of lifts with Crab Gear, and state the time and location the Crab Gear need to be in place.

The Authority will provide a qualified operator for all of its heavy lift equipment, container handlers, and Crab Gear. The Renting Party shall provide the equipment operator adequate instructions and signals for such vessel stevedoring operations, including the placement, and latching and unlatching of Crab Gear.

The operator rented with the equipment shall follow the instructions and signals from the Renting Party. The equipment operator shall provide such information as is requested, but what the equipment operator says to the Renting Party, or its agents or employees shall not be considered as orders or instructions.

During the rental period, the equipment operator shall be under the control and supervision of the Renting Party. The Renting Party shall be responsible for the result of those actions of the equipment operator done in compliance with the Renting Party's instructions or signals and for the failure to give the equipment operator adequate instructions or signals, including but not limited to personal injury and damage to cargo. Also, the Renting Party shall provide qualified signalmen. Upon request, the Renting Party shall provide to the Authority the names of the signalmen (including any relief or substitute signalmen).

During the rental period, the Authority shall be responsible for its negligence and negligence of its employees and the Renting Party shall be responsible for its negligence and the negligence of its employees and agents.

(Continued on next page)

RULES AND REGULATIONS

RULE 34-155, CONT'D.

If the equipment is a crane, the Renting Party of the crane shall be responsible for determining the safe radius for each lift, and for notifying the equipment operator of the weight of the load to be lifted. The responsibility for the safe positioning of the load within the safe radius for the crane for each lift shall rest upon the Renting Party.

The Renting Party shall return the equipment in the same condition as such party received it from the Authority.

Rental charges for heavy lift equipment and container handlers as set forth in Rule 34-210 of this MTOS / tariff shall be calculated to the nearest quarter of an hour. A minimum rental charge may be assessed in accordance with Rule 34-210. Rental charges for Crab Gear shall be per lift as set forth in Rule 34-210 of this MTOS / tariff.

Rental charges include a qualified operator.

Rental charges do not include rigging or re-rigging. When rigging or re-rigging is performed, the charges for crane operator(s) as set forth in Rule 34-200 of this MTOS / tariff will be assessed against the party requesting the service.

The Renting Party making arrangements with the Authority for the rental of equipment will be held responsible for the rental charges.

Requests to rent heavy lift equipment and container handlers and Crab Gear shall be directed to the Equipment Scheduling Department at (843)-577-8675 or (843)-577-8750, or (843) 745-6548 for Veterans Terminal.

Requests to rent heavy lift equipment and container handlers and Crab Gear shall be made no later than 4:00 p.m. one day prior to the intended day of use. Requests for use on weekends or Mondays should be made by 4:00 p.m. on the preceding Friday.

Request to rent heavy lift equipment: container cranes, Transtainers, gantry cranes, container handlers, and Crab Gear may be modified or canceled upon the following notice prior to scheduled starting time:

0515 notification for 0700/0800 Start Times
0700 notification for 1300 Start Times
1600 notification for 1900/2400 Start Times
1600 notification the day before a published holiday for Start Times on either the day of the holiday or the day after the holiday

If this notice is not given, equipment standby charges will be assessed from the scheduled starting time until work actually begins. Minimum charges will apply.

Any change in an original order constitutes a modification.

Standby charges will be assessed at the applicable rate set forth in Rule 34-200 of this MTOS / tariff. Standby charges will be calculated to the nearest quarter (1/4) of an hour.

The Renting Party may place equipment on standby when severe weather prevents safe cargo handling or when Ro/Ro cargo is being loaded. The Renting Party must advise the Authority when going to a standby status.

RULES AND REGULATIONS

RULE 34-155, CONT'D.

The Authority does not rent container handling equipment for the purpose of loading or unloading containers to or from rail cars. This service is performed solely by the Authority.

RULE 34-156
INSPECTION OF RENTAL EQUIPMENT
ISSUED: 24SEPT2019
EFFECTIVE: 17SEPT2019

It is incumbent upon any Renting Party to make a thorough inspection and to satisfy himself/herself as to the physical condition and capacity of the rented equipment, as well as the competency of operator (including any operator supplied by the Authority with said equipment), there being no representations or warranties with reference to such matter.

RULE 34-157
DOWN TIME
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

Down time is the time during which cranes, and container handling equipment are inoperable due solely to failure of the equipment. When billing, the Authority will not assess for the hours the equipment is inoperable. The Authority, however, will not be responsible for the stand-by or guaranteed time and resulting charges of the labor loading/unloading the vessel.

RULE 34-160
USE OF PRIVATE CRANES AND/OR CONTAINER HANDLERS ON AUTHORITY FACILITIES
ISSUED: 24SEPT2019
EFFECTIVE: 17SEPT2019

The Authority, as owner and operator of its facilities, also holds itself out to provide adequate cranes, container handlers, and Crab Gear with qualified operators for any stevedoring and vessel operations on its facilities. In view of this, the Authority reserves the right to restrict the use of private cranes, container handlers and Crab Gear on its facilities when, in its opinion, it is in a position to provide an adequate crane, container handler, or Crab Gear for the job to be performed. In such cases, the Authority's cranes, container handlers, and Crab Gear shall be granted priority and first call over private cranes. container handlers, and Crab Gear. In those instances where the Authority does grant permission for private cranes, container handlers, or Crab Gear to use its facilities, the following rules and regulations shall apply:

1. The stevedoring contractor must obtain a permit from the manager of the Authority's heavy lift department prior to bringing the crane, container handler, or Crab Gear on the facilities.

(Continued on next page)

RULES AND REGULATIONS

RULE 34-160, CONT'D.

2. The stevedoring contractor must provide the Authority with a copy of a valid Certificate of Unit Test and/or Examination covering the crane, container handler, or Crab Gear at the time of applying for the permit.

3. The Authority's heavy lift department must be notified in advance as to when and where the crane, container handlers, and Crab Gear is to be operated. Such notification must be provided by 4 p.m. each day for cranes, container handlers, and Crab Gear working the following day and by 4 p.m. Friday for cranes, container handlers, and Crab Gear working Saturday, Sunday, or Monday.

4. The cranes, container handlers, and Crab Gear must meet all the current Bureau of Labor Standards requirements and specifications as published in the Code of Federal Regulations (CFR) and comply with all safety rules and regulations governing the operation of cranes, container handlers, and Crab Gear on Authority facilities.

5. The stevedoring contractor must provide the Authority with a copy of a certificate of insurance providing for commercial general liability insurance of not less than $10,000,000 for each person and $10,000,000 for each accident for bodily injury and not less than $10,000,000 for property damage for each accident.

I. RULES AND REGULATIONS

E. VESSELS

RULES AND REGULATIONS

RULE 34-164
STEVEDORE SCHEDULING
ISSUED: 31JAN2014
EFFECTIVE: 01FEB2014

When more than one stevedoring company is appointed to manage the discharge or loading of a vessel, the Ocean Carrier or its agent must ensure, for reasons of safety in the Port, that the assigned stevedoring companies discharge or load separately and consecutively the cargoes for which they have responsibility, and that the stevedoring companies not discharge or load concurrently. It is the Ocean Carrier's responsibility to establish schedules that prevent concurrent stevedoring operations on the same vessel and to submit those schedules to the Authority for approval.

RULE 34-165
DISCHARGE OF BALLAST, RUBBISH OR DUNNAGE
ISSUED: 25FEB1997
EFFECTIVE: 28FEB1997

Discharging ballast, rubbish or dunnage in the slips or channels is prohibited. No vessel will be allowed to discharge ballast at the facilities of the Authority.

Vessels must obey all Authority, local, state, national, and international environmental laws, and regulations.

RULE 34-166
DISCHARGE OF SEWAGE
ISSUED: 08NOV2012
EFFECTIVE: 08NOV2012
No sewage shall be discharged within the waters of the harbors and seaports of South Carolina by commercial passenger vessels (cruise vessels) calling at South Carolina Ports Authority facilities. Commercial passenger vessels (cruise vessels) calling at South Carolina Ports Authority facilities must at all times be in compliance with federal and international laws, regulations, and standards governing the storage, processing, and discharge of sewage. Failure to comply with the requirements of this rule may result in a non-compliant commercial passenger vessel being barred from future port calls to South Carolina Ports Authority facilities. Any discharge in violation of this requirement must be reported immediately to the South Carolina Ports Authority. Reported violations may result in enforcement actions by appropriate Federal or State authorities.

RULE 34-170
VESSELS REQUIRED TO USE TUGS
ISSUED: 15SEP1998
EFFECTIVE: 01OCT1998

All vessels docking or undocking at Authority berths will be required to use tug assistance. Under special circumstances, the Authority's Harbor Master, at his discretion may, but is not required to, waive this requirement on a per case basis. A request to waive this requirement for tug assistance must be received by the Harbor Master personally or by telephone, <u>and</u> by written request delivered by person or by fax at (843) 577-8711, not later than twenty-four (24) hours before the vessel arrives at the Charleston sea buoy. If the vessel is expected to arrive on a Saturday, Sunday, or on a Monday morning, any request to waive tug assistance must be delivered by noon Friday. The written request must set forth the special circumstances upon which the request is based. In the absence of express waiver by the Harbor Master, tugs must be used.

Failure to comply with this Item could result in denial of a berth.

RULES AND REGULATIONS

RULE 34-171
BERTH WINDOW POLICY
ISSUED: 22AUG2014
EFFECTIVE: 22AUG2014

All proforma berth windows will be requested in writing and will be approved by the SCPA. This written request and confirming authorization procedure will also apply to any requested changes to previously approved berth windows.

Written requests must specify name of vessel string, day of week, and requested labor start time limited to 0700, 0800, or 1900 hours.

Vessels that fail to meet their approved berth window start time of 0700/0800 may request a 1300 work start time, same day and still be considered on proforma if the berth is available and the later start will not impact subsequent on proforma vessel berth windows.

All vessels off proforma will be accommodated on a first come, first serve basis.

All approved 1900 berth windows must endeavor to work to completion in order to vacate the berth ahead of the next days 0700 and 0800 starts if those start times are ordered.

RULE 34-173
BERTH LOCATION
ISSUED: 4NOV2021
EFFECTIVE: 4NOV2021

The Authority will, in its sole and absolute discretion, assign berth locations for the optimal utilization of Authority facilities at the Port of Charleston, taking into account any and all elements which the Authority, in its sole and absolute discretion, chooses to consider in order to maximize berth and facilities utilization and efficiency.

RULE 34-175
VESSELS REQUIRED TO WORK IN OVERTIME
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

The Authority may require a vessel to work continuously and expeditiously when deemed necessary for the overall port interest until it completes loading or discharging and any of the expense shall be for the account of the vessel. In lieu of working overtime, a vessel may vacate the berth and await another berth. Vessels refusing to work overtime or to vacate the berth may be ordered moved by the Authority at the vessel's expense.

RULES AND REGULATIONS

RULE 34-180
VESSELS TO VACATE
ISSUED: 19JUL2013
EFFECTIVE: 19JUL2013

The Authority may order any vessel to vacate any berth when the Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Authority's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Authority's facilities by others. Such situations include, but are not limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Authority's facilities when the berth is committed to others under a preferential berth arrangement or other agreement, when the vessel's cargo or other rules represent a hazard to other vessels, cargo, or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.

The Authority shall provide written notice (electronic notification, facsimile transmission, etc.) to the steamship line or the ship's agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least three hours prior to said time.

If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense + 12% which may be incurred by the Authority or others as a result of such failure to vacate. The Authority shall have the option, but not the duty, of moving the vessel to another location at the risk and expense +12% of the vessel. If such movement occurs, the vessel shall hold the Authority harmless for any damage or liability it may incur as a result of such movement.

Additionally, failure to comply with an order to vacate will result in an penalty to the vessel of $1,000.00 per hour for each hour of non-compliance and may result in changes or reassignment of preferred berths. Regular and recurring failure to comply may lead up to the complete revocation of a line’s preferential berth privileges.

In the event of breakdown or other failure of a vessel to depart as scheduled, the Authority will not be held liable for any additional costs incurred to other lines awaiting or required to vacate the same berth if said vessel is required to remain berthed for purposes of repair or any other inspections or actions necessary to make the vessel seaworthy again.

I. RULES AND REGULATIONS

F. RAIL AND TRUCK DRAY

RULES AND REGULATIONS

RULE 34-181
CSX LINE HAUL SERVICE TO AND FROM SCIP-D
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

The Authority, as an intermediary between user and CSX, upon request of user and in consideration of applicable fees, will coordinate CSX rail movement of user's containers between South Carolina Inland Port Dillon ("SCIP-D") and CSX's Intermodal Terminal located in North Charleston, South Carolina ("CSX Terminal") ("CSX Line Haul Service"). CSX Line Haul Service and other rail services provided by CSX to user shall be governed by applicable laws, bills of lading, shipping documents, and the rules, regulations, and terms of CSX's current Intermodal Service Directory No. 1, as may be amended from time to time ("CSX Directory"). User agrees and consents to be bound by the CSX Directory for any and all shipments moving through the Authority's terminals and utilizing CSX Line Haul Service and to the application of the CSX Directory to the shipments. User acknowledges and agrees that rail carrier transportation is not part of the business of the Authority and that a portion of the user's fees paid to the Authority shall be used to pay the charges of CSX for the rail movement of user's containers between SCIP-D and the CSX Terminal using the Authority as an intermediary. In regard to the rail movement of containers, the bundled fee charged by the Authority only includes the cost of CSX Line Haul Service per container and CSX's fuel surcharge; user shall be directly liable to CSX for any other CSX fees, services, charges, surcharges, or penalties user incurs while transporting its containers via CSX rail. User acknowledges and agrees that CSX is not an employee of the Authority but is an independent rail carrier as that term is normally defined and an independent contractor. CSX shall be responsible for providing all equipment and related services necessary for all rail services CSX provides to user, and nothing contained herein shall be construed as inconsistent with that status. As an intermediary service provider, the Authority has no right to control the manner of work performed by CSX, and CSX in its discretion may refuse a shipment. CSX is not an agent of the Authority, and CSX cannot commit the Authority to any expenditure of funds or enter into any contractual obligation on behalf of the Authority. The Authority is not an agent of CSX and cannot commit CSX to any expenditure of funds or enter into any contractual obligation on behalf of CSX. User acknowledges and agrees that the Authority is not a party to any bill of lading, waybill, or any other document relating to any shipment utilizing the rail services of CSX; and that CSX's rail services are independent services provided by CSX to user subject to the relevant tariffs, directories, shipping documents, bills of lading, waybills, and applicable law relating to the shipment of goods, and nothing herein shall be construed otherwise. User acknowledges and agrees that 1) for rail movement of user's containers between the CSX Terminal and SCIP-D, the Authority is acting solely as an intermediary between user and CSX; 2) the Authority is a public marine terminal operator and is not a broker, common carrier, motor carrier, rail carrier, water carrier, or freight forwarder; and 3) the Authority is not a shipper, consignor, consignee, beneficial cargo owner, or any other party having any interest in cargo.

RULES AND REGULATIONS

RULE 34-182
RAPIDRAIL PROGRAM
ISSUED: 04APR2018
EFFECTIVE: 04APR2018

The Authority, as intermediary between user and motor carriers, or between user and rail carriers, and for the Rail Drayage Fee, will coordinate the local rail drayage by motor carrier between the Authority's container terminals in Charleston County, South Carolina and the local rail yards of CSX Transportation, Inc. ("CSX"), Norfolk Southern Railway Company ("NS"), and Palmetto Railways ("ICTF") located in Charleston County, South Carolina. User acknowledges and agrees that 1) for movement of user's containers between the Authority's container terminals and the above-listed local rail yards, the Authority is acting solely as an intermediary between user and the rail carriers and motor carriers; 2) the Authority is a public marine terminal operator and is not a broker, common carrier, motor carrier, rail carrier, water carrier, or freight forwarder; and 3) the Authority is not a shipper, consignor, consignee, beneficial cargo owner, or any other party having any interest in cargo. User acknowledges and agrees that motor carrier transportation is not part of the business of the Authority and that a portion of the user's fees paid to the Authority shall be used to pay the charges of the motor carriers conducting the dray. As an intermediary service provider, the Authority has no right to control the manner of work performed by the motor carrier, and the motor carrier in its discretion may refuse a shipment. The motor carrier is not an agent of the Authority, and the motor carrier cannot commit the Authority to any expenditure of funds or enter into any contractual obligation on behalf of the Authority. The Authority is not an agent of motor carrier and cannot commit motor carrier to any expenditure of funds or enter into any contractual obligation on behalf of motor carrier.

User acknowledges and agrees that the Authority is not a party to any shipping document relating to any shipment utilizing the rail drayage services of motor carrier and that motor carrier's rail drayage services are independent services subject to the relevant shipping documents and applicable law relating to the shipment of goods, and nothing herein shall be construed otherwise. User agrees to be bound by the terms and conditions of the current rail service directory, tariff, and shipping documents of the applicable rail carrier and the current tariff and shipping documents of the applicable motor carrier.

II. DEFINITIONS

DEFINITIONS

RULE 34-185
DEFINITIONS
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

A. General

Checking - The service of counting and checking cargo against appropriate documents for the account of the vessel.

Dockage - The charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure or for mooring to a vessel so berthed.

Free Time - The specified period during which a container, chassis or cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of terminal demurrage or terminal storage charges immediately prior to the loading on or subsequent to the discharge off the vessel.

Handling - The service of physically moving, receiving, or delivering cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

Heavy Lift - The service of providing heavy lift cranes and equipment for lifting cargo.

High Dock - Pier supported cargo working area adjacent to the wharf.

Loading and Unloading - The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility.

Point of Rest - The area of the terminal facility which the Authority assigns for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which the Authority assigns for the receipt of outbound cargo from shippers for vessel loading. Use of dunnage, lashing or any blocking and bracing needed at the point of rest on imports will be the responsibility of and shall be performed by the stevedore. On export breakbulk via Ro/Ro, the Authority will consider a mafi trailer point of rest if available; all lashing to the mafi trailer shall be the responsibility of and shall be performed by the stevedore.

Port Terminal Facilities - One or more structures comprising a terminal unit and including, but not limited to, wharves, warehouses, covered or open storage space, unloading structures and receiving stations used for the transmission, care and convenience of cargo or passengers in the interchange of same between land and water carriers.

Shipside Usage – Charge against cargo loading a vessel or discharged from a vessel without prior or subsequent unloading / loading services by the Ports Authority. Not applicable against transshipped cargo or cargo placed to rest by on-terminal heavy lift vendors.

Terminal Storage - The service of providing warehouse or other terminal facilities for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, after storage arrangements have been made.

Ton - A net ton is 2,000 pounds and a gross ton is 2,240 pounds.

(Continued on next page)

DEFINITIONS

RULE 34-185, CONT'D.

A. General, cont'd.

Usage - The use of terminal facility by any rail carrier, trucker, shipper or consignee, their agents, servants and/or employees, when they perform their own car or truck loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

User – Any entity or individual which moves cargo via Authority facilities, all parties which facilitate said movements, and every person or entity using, come onto, or berthing at Authority facilities or using Authority services, including intermediary functions. Examples of user(s) include but are not limited to importers, exporters, motor carriers, rail carriers, water carriers, stevedoring companies, line handlers, longshore workers, heavy lift providers, surveyors, brokers, forwarders, independent contractors, ships' agents, shippers, consignors, consignees, beneficial cargo owners, vessels, vessel operators, maintenance and repair vendors, licensees, invitees, and tenants.

Wharfage - A charge assessed against the vessel on all cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

B. Container

Backwards Box Fee During vessel discharge operations, empty and loaded containers shall be discharged with the container doors aligned towards the AFT position (rear of vessel). An empty or loaded container that is discharged with the container doors aligned towards the FWD position (front of vessel) will be assessed this fee.

Bundle the HANDLING, BUNDLING, and relocation of up to five flatracks or chassis on a train or motor carrier.

Container Commodity Prep Fee – The downstacking required to find an empty container that meets the criteria for a particular commodity.

Container Repositioning includes all actions – HANDLINGS, MARRYINGS, GROUNDINGS and

1. WAREHOUSE – The repositioning of a container to and/or from a warehouse.
2. MAINTENANCE – The repositioning of a container to and/or from a third-party maintenance vendor.
3. PRE-TRIP – The repositioning of an empty container to and/or from the PRE-TRIP area.
4. INTERMODAL RAIL TRANSFER – The repositioning of a container received or delivered via on-terminal rail to or from the container yard.
5. STANDARD INSPECTION – The DOWNSTACKING required to find an empty container that meets the criteria for a particular commodity. This fee includes the DOWNSTACKING of up to 5 containers or up to 4 rejects.
6. SPECIFIC EMPTY DELIVERY – The request of a specific empty container to be gated out – such as an OFF HIRE.
7. WEIGHING – The requested roundtrip repositioning of a container to and from a weighing service.
8. All other on-terminal repositionings required as a result of a customer action or request that are not defined within this schedule of fees.

Deadline Equipment is an empty container or chassis unit that is not roadworthy or useable for its intended purpose.

Delivering is the delivery of a loaded or empty container and/or chassis to an inland carrier or local drayman at any area designated by the Authority. Delivering does not include any other service.

DEFINITIONS

RULE 34-185, CONT'D.

B. Container, cont'd.

Facilitation – Government / Fumigation includes all actions - HANDLINGS, MARRYINGS, GROUNDINGS, SEGREGATIONS and ADMINISTRATIVE FUNCTIONS - required to facilitate government inspections. This charge also applies the round-trip repositioning of containers requiring fumigation. Inspection and fumigation functions will be performed and billed by third party entities.

Grounding is the physical lifting of a loaded or empty container from a chassis or other type of conveyance to the ground. Grounding does not include any other service.

Handling is the physical movement of a loaded or empty container and/or chassis from one location to another location at the same terminal. Handling does not include any other service.

Holding Area is any area designated by the Authority for the holding of containers and/or chassis.

Hazardous Surcharge Fee – Explosive – Applicable to Containers loaded on or off of a vessel with explosive material that require a permit issued by the United States Coast Guard to handle.

Inspection Station is any area designated by the Authority for the inspection of containers and/or chassis.

Intensive Inspection includes all actions – HANDLINGS, MARRYINGS, GROUNDINGS and SEGREGATIONS needed to find an empty container in the stacks that meets the criteria for a particular commodity along with the round-trip repositioning to and from an on-terminal third party vendor area for additional services such as, but not limited to: smoke boxes and container washout.

Intermodal Container Transfer is the lifting and placing of containers (or container/chassis units) upon a rail flatcar which is located on Authority rail facilities, or the removing of containers (or container/chassis units) from rail flatcar which is located on Authority rail facilities. The physical handling required to perform an Intermodal Container Transfer takes place between a rail flatcar and point of rest within the designated Intermodal Container Transfer Facility (ICTF) which is located immediately adjacent to the tracks and does not include intra-terminal drayage or other handling to or from the ICTF.

Intermodal fee Includes the intermodal transport and coordination of moving a Container to or from the Authority's terminals and local off-site rail yards, including CSX, Norfolk Southern, and NBIF. The Intermodal Fee includes the Fuel Surcharge and includes the chassis fee when the Authority's SMART Chassis Pool begins. The Intermodal Fee is based on current market rates and may be unilaterally adjusted by the Authority upon market costs, including but not limited to cost of fuel, changing significantly. The CUSTOMER will be given thirty (30) days written notice for any change in the Intermodal Fee. Excluded from the Intermodal Fee are any additional surcharges related to the Authority's intermodal program, including but not limited to overweight charges or special equipment surcharges and chassis fees

DEFINITIONS

RULE 34-185, CONT'D.

B. Container, cont'd.

Line Vessel means (1) a vessel operated by an ocean carrier; (2) a vessel owned or chartered by an ocean carrier and operated by an ocean carrier (whether chartered on a bareboat, time voyage, or space basis and including a trip-chartered barge); and, (3) a vessel owned or operated by a person, firm, or corporation with which an ocean carrier has entered into a vessel-sharing agreement, or a slot charter agreement, which agreement has been approved or determined effective by the Federal Maritime Commission (if subject to the Federal Maritime Commission), provided such a vessel is engaged in carrying Pier Containers under such agreement on the ocean carrier's behalf.

Marrying is the physical lifting of a loaded or empty container from the ground onto a chassis or other type of conveyance. Marrying does not include any other service.

Non-contract Container Unit Fee is a charge assessed against a non-contract line's container (loaded or empty) or chassis loaded to or discharged from a vessel of a shipping line which has a contract with or license from the Authority. The charge is assessed when the non-contract line is not subject to or privileged to operate under the terms and conditions of the contract line's contract or license. Import containers that discharge from a vessel will be stevedored to a stack in a specified area in the container terminal by the nominated stevedore. The containers will be married, gated, and delivered by the Authority from the designated stack area. On export containers to be loaded to a vessel, containers will be gated, received, and grounded by the Authority and placed in a designated stack area from which the stevedore will handle to the vessel. This fee covers wharfage, usage, and equipment rental to load and discharge containers or chassis to and from the vessel only. **Specifically, this fee does not cover any container services provided for in Rule 34-215 of this Terminal MTOS / Tariff.**

Non-Vessel Delivery includes all actions- SEGREGATIONS, HANDLINGS, MARRYINGS, GROUNDINGS on loaded containers that are delivered out of the gate prior to a vessel move. Non-vessel delivery does not include rigging.

Overtime Differential Surcharge Fee – Applicable to PIER CONTAINERS and TRANSSHIPPED CONTAINERS. Surcharge to offset costs of overtime during vessel operations. This Fee will be billed when a vessel begins working prior to 0700 or after 1700 on weekdays and all times on Saturdays, Sundays, and holidays

Per Diem is a daily charge assessed against each empty container or chassis for the use of Authority facilities. Per diem is assessed against all empty containers or chassis carried on the Authority's equipment inventory at the close of each business day.

Pier Container is any loaded or empty ISO container, owned, leased, or operated by an ocean carrier, loaded to and/or discharged from a Line Vessel under this Agreement, but does not include Transshipped Containers.

Rail Drayage includes the DRAYAGE and coordination of moving a container to or from the Authority's terminals and an off-site Tier 1 rail yard.

Receiving is the receipt of a loaded or empty container and/or chassis from an inland carrier or local drayman at any area designated by the Authority. Receiving does not include any other service.

DEFINITIONS

RULE 34-185, CONT'D.

B. Container, cont'd.

Reefer Facilitation fee Charged for every Pier Container that is classified as an import or export loaded refrigerated Container. This fee is an all-inclusive fee that covers all additional handlings and swings that are associated with refrigerated containers

Refrigerated Outlet Fee One (1) day or fractional part thereof of occupying an electrical outlet.

Restow is the handling of a loaded or empty container, chassis, or any other piece(s) of equipment from the original cell location to a point of rest on the dock and then back to that same cell location, or another cell location on the same vessel. Restow also is a direct movement of a loaded or empty container, chassis, or any other piece(s) of equipment from one bay to another bay. Restow does not include any other service.

Rigging is the use of specialty equipment required to handle OUT-OF-GAUGE CONTAINERS during MARRYING, HANDLING, GROUNDING and/or SWITCHING.

Rolled/Split Booking Fee – Charged each and every time an export loaded container is rolled or split to another vessel booking.

Segregating is the physical handling of a number of loaded or empty containers in order to gain access to a specified loaded or empty container. Segregating does not include any other service.

Service Charge is assessed against all loaded containers discharged from a vessel at another port and consigned or delivered to Authority facilities by rail or truck by the steamship line or shipped from Authority facilities to another port by rail or truck by the steamship line for loading aboard a vessel at that port and is in addition to all other applicable charges published in this rule. Service charge will not apply on containers loaded to or discharged from a vessel at Authority facilities.

Service charge will not apply to any steamship line who makes a regular scheduled monthly call at the Port of Charleston.

Shift is the handling of a loaded or empty container, chassis, or any other piece(s) of equipment from the original cell location to another cell location within the same bay on the same vessel. Shifting does not include any other service.

Switching is the physical lifting of a loaded or empty container from a chassis or other type of conveyance to another chassis or other type of conveyance or repositioning a loaded or empty container on the same chassis or other type of conveyance. Switching does not include any other service.

DEFINITIONS

RULE 34-185, CONT'D.

B. Container, cont'd.

Terminal Demurrage is a daily charge assessed against a loaded container remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. Terminal demurrage is also applicable to loaded containers remaining in or on terminal facilities after the expiration of an authorized storage period.

Transshipped Container means the outbound move only of any loaded container previously discharged from a Line Vessel (as a loaded Pier Container) in one service or trade route and subsequently loaded to another Line Vessel in another service or trade route

RULE 34-190
SYMBOLS AND/OR ABBREVIATIONS
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

A - Addition
D - Decrease
I - Increase
C - Change in wording
NC - No change
BC - Billing Code
a) - Open storage
b) - Per unit
c) - Per unit per day

III. GENERAL CHARGES

GENERAL CHARGES

RULE 34-200
LABOR AND OVERTIME CHARGES
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The following charges apply for personnel performing services for which no specific charges are published in this MTOS / tariff, per hour **(ONE HOUR MINIMUM CHARGE WILL APPLY):**

SUPERVISORY I

Senior Cargo Handler or Port Police:

B.C.	APPLICATION	
0689	Straight Time….	$60.00
0690	Overtime….	$90.00
0691	Holidays….	$150.00

SUPERVISORY II

Planner / Administrator / Coordinator

B.C.	APPLICATION	
0692	Straight Time	$64.50
0693	Overtime	$96.50
0694	Holidays	$166.00

CONTAINER LABOR

Crane Operator, Container Specialist, Container Handler Operator, Customer Service Representative (CSR) and Cargo Handler

B.C.	APPLICATION	
0719	Straight Time	$57.50
0720	Overtime	$86.50
0721	Holidays	$140.00

BREAKBULK LABOR

Crane Operator, Rigger man, Lift Operator, Customer Service Representative (CSR) and Cargo Handler

B.C.	APPLICATION	
0722	Straight Time	$57.50
0723	Overtime	$86.50
0724	Holidays	$140.00

(Continued on next page)

GENERAL CHARGES

RULE 34-200, CONT'D.

STANDBY CHARGES

Container Cranes and Container Handlers

B.C.	APPLICATION	
0697	Straight Time	$177.00
0698	Overtime	$266.00
0699	Holidays	$443.00

The following charges apply for crews performing services for which specific charges are published in this MTOS / tariff and are in addition to the specific charges, per hour. Crew rates are to be used only when regular cargo handling charges do not apply (Rules 34-260 through 34-380).

Hourly rates per man hour will apply until cargo is worked. Once the handling of cargo begins, the following hourly rates will be assessed:

B.C.	APPLICATION	
0695	One-man crew, overtime	$90.00
0696	One-man crew, holidays	$271.00
0700	Two-man crew, overtime	$115.00
0701	Two-man crew, holidays	$345.00
0702	Three-man crew, overtime	$145.00
0703	Three-man crew, holidays	$434.00
0704	Four-man crew, overtime	$190.00
0705	Four-man crew, holidays	$465.00
0706	Five-man crew, overtime	$240.00
0707	Five-man crew, holidays	$570.00
0708	Six-man crew, overtime	$285.00
0709	Six-man crew, holidays	$675.00

Authorization for overtime must be guaranteed with a cut-off time indicated by the customer, via fax, administrative message, etc., in writing. Billing for overtime, Monday through Friday, will commence at 5:00 p.m. with a minimum of one hour. Cargo which does not arrive at all will be billed at hourly man-hour rates from 5:00 p.m. to guaranteed cut-off time.

A minimum of four (4) hours will be assessed when required to call out personnel or crews in overtime or on holidays. Any materials required to perform services will be charged for at actual cost-plus thirty percent (30%) for purchasing, including rental of outside cranes.

GENERAL CHARGES

RULE 34-205
MINIMUM CHARGES
ISSUED: 18DEC2019
EFFECTIVE: 01JAN2020

Minimum charges for services performed by the Authority are as follows:

All services, not otherwise shown	$100.00
Cruise Call Invoice	$30,000.00
Furnishing water	$210.00
Handling	$100.00
Preparing transfer of ownership, per request	$200.00
Storage	$100.00

A separate inventory record is required for each mark on export cargo and minimum charges are applicable to each inventory record.

A separate loading order is required for each shipment on import cargo and minimum charges are applicable to each loading order. The broker representing the cargo shall be responsible for preparing the loading order. If the Authority prepares the loading order, the charge as published in this MTOS / tariff for that service will be assessed.

Cruise minimum invoices per call are applied to the sum of: TSS, TSSP, dockage, Passenger tax, water, and harbor master fee.

Minimum charges are also applicable to each invoice, service order or warehouse receipt.

RULE 34-210
RENTAL OF EQUIPMENT
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The Authority will rent the following equipment at the charges shown based on availability. Type of equipment may vary by terminal. Weekend use and call outs will be billed for four hours minimum.

B.C. APPLICATION

Container crane:

0110	Straight time, per hour	$1,055.00
	Minimum charge	$1,055.00
0111	Overtime, per hour	$1,120.00
	Minimum charge	$1,450.00

Container handling vehicle, including spreader:

The following billing codes do not apply to rubber-tired gantry cranes (RTG), bridge cranes, or transtainers.

0365	Straight time, per hour	$271.00
	Minimum charge	$271.00
0366	Overtime, per hour	$303.00
	Minimum charge	$606.00

GENERAL CHARGES

RULE 34-210, CONT'D.

B.C. APPLICATION

Rubber-tired Gantry Cranes (RTG) for non-vessel operations use

	Straight time, per hour	$287.00
	Minimum charge	$287.00
	Overtime, per hour	$319.00
	Minimum charge	$638.00

Crab Gear:

	Charge, per lift	$85.00

Miscellaneous

0350	Additional charge on lifts **exceeding** 50,000 pounds, except containers per net ton	$8.00

Sweepers

0304	Straight time, per hour	$169.00
	Minimum charge	$169.00
0305	Overtime, per hour	$200.00
	Minimum charge	$200.00

Lowboy, 100 Net Ton, per calendar day

0306	Day 1-7	$190.00
0307	Day 8-14	$285.00
0308	Day 15-21	$380.00
0309	Day 22 and after	$570.00

Heavy Lift Mat

0299	Per mat, per use	$317.00

Front End Loader

	Straight time, per hour	$100.00
	Minimum charge	$200.00
	Overtime, per hour	$132.00
	Minimum charge	$264.00

GENERAL CHARGES

RULE 34-210, CONT'D.

B.C. APPLICATION

Lift Truck(s)

	5,000lb. - 12,000lb.	
0802	Straight time, per hour	$125.00
0803	Overtime, per hour	$195.00
	12,001lb. - 55,000lb.	
0805	Straight time, per hour	$155.00
0806	Overtime, per hour	$225.00

RULE 34-211
HARBOR MASTER FEE
ISSUED: 15MAY2015
EFFECTIVE: 15MAY2015

In accordance with S.C. Code of Laws, Sec. 54-3-840, the Authority will levy and collect from all vessels entering into and using the Port of Charleston such fees and harbor or port charges to pay the Harbor Master and port wardens for the services required of them and to defray the necessary expenses attendant upon the execution of the duties devolved upon it in relation to the regulations for the safety and convenience of vessels entering said port and waters, or any of them.

B.C. APPLICATION

0013	Per Vessel Call	$130.00

RULE 34-212
DOCKAGE CHARGES
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The following dockage charges are assessed against the vessels or barges using Authority facilities:

B.C. APPLICATION

Vessels or Barges, NOS

0020	Each 24-hour period or fractional part, per linear foot or fractional part	$12.00
	Minimum charge per 24-hour period or fractional part	$1,200.00

GENERAL CHARGES

RULE 34-213
TERMINAL SECURITY SURCHARGE
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The Authority will assess a terminal security surcharge to offset the cost of federally mandated facility security measures. Barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the Terminal Security Surcharge. The surcharge, which will be invoiced to the steamship line and/or its agent, who own the equipment, will be assessed per terminal call as provided below:

Fully Cellular Container Vessels	$8.50	per container, laden or empty, to or from the vessel **(Note)**
Noncellular and all other vessels, including barges	$4.00	per linear foot overall per call

Note – Restows are exempt from this surcharge.

IV. CONTAINER CHARGES

CONTAINER CHARGES

RULE 34-215
CHARGES ON CONTAINERS AND CHASSIS
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The following charges apply on containers or chassis, not exceeding 45 feet in length, not loaded in excess of their rated capacity, and having the loaded or empty configuration that can be routinely handled by conventional container handling yard equipment, owned or leased by the steamship line and are assessed against the vessel.

The marrying, handling, grounding and/or switching of refrigerated containers for the purposes of a pre-trip is considered a maintenance service.

Parties requesting yard work activities must allow 24 hours for completion of the service requested. This does not include weekends or holidays. Only single transactions will be allowed after 1600 hours (4:00 p.m.) unless written authorization from the requesting party for overtime is received.

B.C. APPLICATION

Backwards box fee, per container….....	$ 65.00
Container commodity prep fee, per container.....	$ 65.00
Container repositioning fee, per container ….....	$ 65.00
Hazardous surcharge for explosive containers, per container.....	$ 150.00
Non-contract container unit fee, per container or chassis.....	$ 200.00
Non-contract Transshipment fee, per container.....	$ 140.00
Non-vessel delivery fee, per container.....	$ 350.00
Occupying electrical outlet slot for refrigerated containers, per 24-hour calendar day period or fractional part, per container.....	$ 60.00
Out-of-gauge (OOG) fee for flatracks per flatrack.....	$ 175.00

RULE 34-215, CONT'D
Continued on next page)

CONTAINER CHARGES

RULE 34-215, CONT'D.

Out-of-gauge (OOG) fee for open top containers per container	$ 425.00
Overtime differential fee, per container	$ 6.00
Per diem, per day or fractional part thereof, per empty container or chassis	$ 4.00
Reefer Facilitation fee, per container	$ 65.00
Rolled / split booking fee, per container	$ 125.00
Restow, loaded or empty container, chassis, or piece(s) of equipment, per move	$ 60.00
Shift, loaded or empty container, chassis, or piece(s) of equipment, per move per unit	$ 30.00
Switching containers, per container	$ 75.00

No container and/or chassis leases may be terminated on Authority facilities except when such equipment is transferred directly to another steamship line that agrees to accept all charges accruing subsequent to the transfer. The following charges will be assessed against the steamship line requesting the transfer:

B.C. APPLICATION

Containers, per container	$ 200.00
Chassis, per chassis	$ 200.00

CONTAINER CHARGES

RULE 34-216
DEADLINE EQUIPMENT
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The following charges apply on empty containers or chassis units that stay in a "deadline" status for over fifteen (15) days.

Days 16 – 30, per unit per day.....	$ 5.50
Days 31 – 45, per unit per day.....	$ 11.00
Days 46 and over, per unit per day.....	$ 27.75
Deadlined Containers, per move.....	$ 300.00

These charges will be invoiced to the last known steamship line and/or chassis pool operator for owned, leased, and pool equipment.

The Authority reserves the right to move deadlined equipment off terminal to the CUSTOMER's third-party maintenance vendor once the equipment has been in deadlined status for over thirty (30) days.

If nominated vendor is outside of local dray market, over the road trucking rates will be assessed in addition to this charge.

These charges are in addition to Per Diem.

RULE 34-217
GATE OUT FEE FOR RETREIVAL OF NON-SMART POOL CHASSIS AND FLATBEDS
ISSUED: 12APR2023
EFFECTIVE: 12MAY2023

Gate out fee for retrieval of non-Smart Pool chassis or flatbeds.....	$ 280.00

This gate out fee is applicable to the retrieval of all non-SMART Pool chassis and flatbeds that have been left on the Authority's terminals.

These charges will be billed to the motor carrier or chassis pool operator and must be paid prior to pick up.

CONTAINER CHARGES

RULE 34-220
FREE TIME, TERMINAL DEMURRAGE
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

FREE TIME

No free time will be allowed on empty containers and or chassis.

No free time will be allowed on cargo that is not loaded aboard or discharged from a vessel at Authority facilities.

In view of the limited space for storing empty containers, utilization of such space will be strictly under the direction and control of South Carolina State Ports Authority terminal management. All steamship lines seeking to place empty containers on the terminal for storage must request permission from the Terminal Manager or Operations Manager prior to arrival of the containers.

Free time for import loaded containers, on chassis or grounded in the terminal, shall be seven (7) calendar days. Free time for operating reefer containers, on chassis or grounded in the terminal, shall be five (5) calendar days. Free time will begin with the first 12:01 a.m. after receipt.

Free time for export loaded containers, on chassis or grounded in the terminal, shall be ten (10) calendar days. Free time for operating reefer containers, on chassis or grounded in the terminal, shall be five (5) calendar days. Free time will begin with the first 12:01 a.m. after receipt.

Any loaded container on terminal after free time expires will accrue a daily charge payable by the steamship line carrier under the credit terms established in their terminal services contract.

DEMURRAGE RATE NON-REEFER IMPORT LOADED CONTAINERS

The terminal demurrage rate for import loaded containers, on chassis or grounded in the terminal, shall be $20.00 per twenty-foot equivalent unit (“TEU”) per day for each day of the first three calendar days of demurrage.

Commencing on the fourth calendar day through the seventh calendar day of demurrage, the demurrage rate for each loaded container will be $25.00 per TEU per day.

Commencing on the eighth calendar day through the twenty-third calendar day of demurrage, the demurrage rate for each loaded container will be $35.00 per TEU per day.

Commencing on the twenty-fourth calendar day of demurrage and thereafter, the demurrage rate for each loaded container will be $55.00 per TEU per day.

Containers exceeding 20’ in length will be charged as two TEUs.

CONTAINER CHARGES

RULE 34-220, CONT'D.

DEMURRAGE RATE NON-REEFER EXPORT LOADED CONTAINERS

The terminal demurrage rate for export loaded containers, on chassis or grounded in the terminal, shall be $25.00 per twenty-foot equivalent unit ("TEU") per day for each day of the first twenty calendar days of demurrage.

Commencing on the twenty-first calendar day of demurrage and thereafter, the demurrage rate for each export loaded container will be $55.00 per TEU per day.

Containers exceeding 20' in length will be charged as two TEUs.

DEMURRAGE RATE OPERATING REEFERS

Commencing on the first calendar day of demurrage through the second calendar day demurrage, the demurrage rate for each operating reefer container will be $80.00 per container per day.

Commencing on the third calendar day of demurrage and thereafter, the demurrage rate for each operating reefer container will be $110.00 per container per day.

EXPORT CONTAINER RECEIVING WINDOW *effective for vessels with sailing dates after December 10, 2021*

The Authority's container terminals will receive containers on a ten (10) day export receiving window based on the currently published sailing date of each vessel found on the ocean carriers' websites.

The second vessel in each service will open on a seven (7) day export receiving window based on the currently published sailing date of each vessel found on the ocean carriers' websites.

Loaded export containers may also be assessed a fee when a container is rolled or split to a new vessel booking.

TRANSSHIPPED CONTAINERS

Prior to discharge, transshipped containers must be booked for the next vessel scheduled to call at the terminal in the appropriate liner service. A handling charge will apply to a transshipped container. Once transshipped containers have landed, demurrage charges will be assessed in the same manner as loaded export containers.

CONTAINER CHARGES

RULE 34-220, CONT'D.

CONTAINER DEMURRAGE CREDIT

Any occurrence which results in the South Carolina State Ports Authority's inability to provide container services for 24 consecutive hours or more will result in a demurrage credit of one day, upon application, to the steamship line's account for affected loaded containers. Additional credit(s) shall be given if the closure or other occurrence continues for any further 24 consecutive hour periods. All applications for demurrage credit must be received within six months of the occurrence. Applications received after six months will be denied. When applying for credit, the individual steamship line must include vessel name, voyage number, date of occurrence and type of occurrence.

COMPUTATION OF TIME

Saturdays, Sundays, and Holidays shall be included in the computation of free time, terminal demurrage, and storage.

Holiday Free Day and Terminal Demurrage

If a terminal is closed on a holiday as defined in Rule 34-045 ("Holiday"), then the Authority will extend an extra free day for demurrage at said terminal. If a terminal is open on a Holiday, then the extra free day for demurrage at said terminal shall not apply.

CONTAINER CHARGES

RULE 34-221
LATE AND WEEKEND GATE LABOR CHARGES
ISSUED: 11APR2023
EFFECTIVE: 11MAY2023

Operating hours for receipt and delivery of pier containers are 0500-1700 Monday – Friday, Saturday from 0600-1700, and by appointment from 0800-1700 Sunday, holidays excepted. The cost for receipt and delivery of containers during non-operating hours will be passed directly to the Beneficial Cargo Owner (BCO) requesting the gate.

See Rule 34-210 for equipment rental charges where applicable.

RULE 34-225
MISCELLANEOUS CHARGES FOR CONTAINERS
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The following services will be performed by the Authority at the charges shown:

B.C.	APPLICATION	
	Opening and closing containers per customers' request, per opening and closing	$ 100.00
	Preparation of documents (i.e., Equipment Interchange Receipts, Equipment, Interchange Work Orders, etc.), per order	$ 125.00
	Facilitation - Government / Fumigation, per container inspected Note: if multiple inspections are performed such as VACIS and CES exam, the charge will only apply once. See Rule 34-185 for definition.	$ 350.00
	Radiation Portal Monitor Overtime, per person per hour	$ 175.00

V. BREAKBULK CHARGES

BREAKBULK CHARGES

RULE 34-245
WHARFAGE CHARGES FOR BREAKBULK CARGO
ISSUED: 23MAR2018
EFFECTIVE: 01MAY2018

B.C.	APPLICATION	
0090	Individual pieces 150,000 pounds or lighter.....	$4.80
0091	Individual pieces 150,001 - 299,999 pounds.....	$7.25
	Individual pieces 300,000 pounds or heavier.....	$11.00

Note: Above rates are per net ton and will apply to all breakbulk commodities; including breakbulk on container vessels, unless otherwise specified.

BREAKBULK CHARGES

RULE 34-250
STEVEDORE USAGE CHARGES FOR BREAKBULK CARGO
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

The following stevedore usage charges are assessed against all stevedores using Authority facilities:

B.C.	APPLICATION	
0080	Breakbulk cargo, per net ton.....	$0.60
0079	Direct shipside breakbulk cargo, per net ton.....	$4.50

RULE 34-255
MISCELLANEOUS CHARGES FOR BREAKBULK CARGO
ISSUED: 28DEC2021
EFFECTIVE: 01JAN2023

The following services will be performed by the Authority at the charges shown:

B.C.	APPLICATION	
0910	Attaching labels or tags furnished and prepared by shipper or consignee.....	$3.00
1400	Blocking or bracing corestock, hardwood, plywood or veneer in rail cars, per car.....	$188.00
1450	Drayage of steamship line container, coordinated by the Authority, per the customer's request, within the terminal(s), in conjunction with stripping/stuffing cargo, includes administrative costs, per container.....	$182.75

(Continued on next page)

BREAKBULK CHARGES

RULE 34-255, CONT'D.

1455	Empty Trailer Storage *(space permitting)* per day….....	$50.00
1480	Furnishing fresh water, per net ton.....	$6.25
1456	Loaded trailer *(space permitting)* per day.....	$140.00
0099	Measuring cargo, per package or unit.....	$12.10
	Method Statement	
	Simple Lifting Statement.....	$275.00
	Method Statement with engineered drawings.....	$2,000.00
	*Note: Above is minimum charges. If actual charges are higher, they will be applied along with a 20% mark-up charge.	
1563	Preparation of documents (i.e., loading order, service order, etc.), per order.....	$125.00
1565	Preparing transfer of ownership, per request.....	$200.00
1640	Securing chains on rail chain cars, per car.....	$266.00
9508	Trailer Assistance, per hour….....	$250.00
1645	Unscheduled truck fee.....	$200.00
1930	Weighing trucks, per weighing…..... Scale ticket includes total gross vehicle weight	$12.10

If it is necessary to handle cargo in order to perform any of the services listed in this rule, an applicable handling charge will be assessed on that portion actually handled.

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-260
ARTICLES, NOT OTHERWISE SHOWN - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Loose or in packages:			
Each piece or package not exceeding 100 pounds	3020	$65.80	$0.70 $0.40a
Each piece or package exceeding 100 pounds	3120	$32.65	$0.70 $0.40a
On pallets	3130	$19.62	$0.70 $0.40a

(a) Open storage

RULE 34-265
ACIDS OR CHEMICALS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Not otherwise shown	3340	$20.60	$0.55
In jumbo bags	3360	$15.30	$0.55
On pallets	3390	$14.45	$0.55

RULE 34-270
AGGREGATES: ALLOYS, BRICK, CEMENTS, FELDSPAR, GRANITE, GRAVEL, MARBLE, MICA, MORTAR, ORES, SAND, STONE, SULPHUR, OR TALC - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Not otherwise shown	4080	$20.80	$0.35
In jumbo bags	4100	$13.90	$0.35
On pallets	4110	$13.30	$0.35
Blocks, forkliftable only	4105	$9.40	$1.05

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-275
ALUMINUM, BRASS, BRONZE, COPPER, LEAD,
MAGNESIUM OR ZINC ARTICLES - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Angles, bars, beams, billets, blooms, cable, cathodes, channels, coils, ingots, pigs, plate, rods, scrap, other than in bulk, sheet, slabs, wire, wire rope or wire strand	3480	$13.00	$0.40 $0.35a
In lots of 200 net tons or more; one movement one shipper, one consignee on one vessel	3481	$12.25	$0.40 $0.35a
In lots of 1,000 net tons or more; one movement one shipper, one consignee on one vessel	3482	$11.50	$0.40 $0.35a

(a) Open storage

RULE 34-280
BOATS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

Length in feet: All boats must be cradled or on boat trailers. Length is calculated on the longest point including the cradle or trailer.

	B.C.	HANDLING	STORAGE
Each boat 25' and under	3487	$155.50	$31.25
Each boat 25'1" through 31'	3488	$186.60	$31.25
Each boat 31'1" through 40'	3489	$373.15	$31.25
Each boat 40'1" through 50'	3490	$746.25	$31.25
Boat masts, cradles, or keels	3485	$241.50	$31.25

Ten (10) days free time allowed on import or export.

Note: Above rates are applicable only when boats or boat masts etc. can be forklifted. Rates are per unit (boat, mast etc.), storage rates are for open storage per unit per day. Each bundle or crate will count as one unit when masts etc. are packaged together.

Note: Prior arrangements must be made before lifting boats to or from water. This service is performed by stevedoring companies.

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-285
CARBON ANODE BLOCKS, CATHODES OR ELECTRODES AND PARTS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In packages	4760	$19.65	$0.35
On pallets	4770	$13.25	$0.35

RULE 34-290
CLAY - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In standard packages	4090	$18.25	$0.30
In jumbo bags	4092	$12.25	$0.30
On pallets	4094	$10.80	$0.30

RULE 34-295
COTTON OR COTTON LINTERS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In bales or pallets	4560	$15.10	$0.40

RULE 34-300
CRUDE OR SYNTHETIC RUBBER - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In packages	4620	$19.45	$0.35
On pallets	4630	$14.65	$0.35

RULE 34-305
FIBER - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Synthetic, in packages	4920	$17.40	$0.40

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-310
FERTILIZER OR FERTILIZER MATERIALS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Not otherwise shown	4780	$18.15	$0.30
Jumbo bags	4790	$13.80	$0.30
Pallets	4810	$12.25	$0.30

RULE 34-315
FOODSTUFFS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Not otherwise shown, in packages	4940	$20.55	$0.35
	4941	**$25.50	$0.35
Not otherwise shown, on pallets	4960	$12.90	$0.35
	4961	**$18.00	$0.35

****USDA Aid Cargo Only – Covers Handling and Wharfage**

RULE 34-320
GLASS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Not otherwise shown, in packages	5120	$47.30	$0.85
Exceeding 120 inches in outside measurement when the two greatest dimensions are added together, in packages	7100	$94.55	$0.85

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-325
HAZARDOUS COMMODITIES - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

Loose or in packages:

	B.C.	HANDLING	STORAGE
Each piece or package not exceeding 50 pounds	5350	$84.80	$1.30 $.65a
Each piece or package exceeding 50, but not exceeding 100 pounds	5351	$55.49	$1.30 $..65a
Each piece or package exceeding 100 pounds	5352	$36.60	$1.30 $.65a
On pallets	5353	$26.35	$1.30 $..65a

(a) Open Storage

NOTE: where hazardous cargo also falls into another commodity category the greater handling charges of the two will be applied

RULE 34-330
HOUSEHOLD GOODS OR PERSONAL EFFECTS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In packages	5360	$54.85	$1.15

See Rule 34-075 - RESPONSIBILITY FOR CHARGES, Page 8

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-335
IRON OR STEEL ARTICLES - BREAKBULK CHARGES
ISSUED: 28DEC2021
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Anchors, angles, bars, beams, billets, blooms, cable, channels, girders, piling, plates, rails, rods, scrap, other than in bulk, sheet, slabs, wire, wire rope or wire strand	5400	$12.08	$0.30 $0.25a
Coils, ingots, or pigs	5420	$10.80	$0.30 $0.25a
Barbed wire, fencing or mesh:			
In rolls or packages	5500	$25.15	$0.35
On pallets	5510	$16.91	$0.35
Bolts, nails, nuts, screws, spikes, or washers:			
In packages	5520	$25.15	$0.35
On pallets	5540	$16.95	$0.35
Cast iron ingot molds	5550	$15.10	$0.35 $0.30a
Pipe or tubing	5560	$11.15	$0.30

(a) Open storage

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-340
LUMBER AND RELATED ARTICLES - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Corestock, doorskins, drawer sides, panels, paneling, plywood, veneer, wood molding, dimension stock, wooden billets, handles, dowels, or staves in packages or bundles for forklift handling	5600	$12.30	$0.30
Boards: fiber, hard, particle or wall	5615	$12.26	$0.30
Lumber or Timber, not otherwise shown	5625	$20.55	$0.30 $0.25a
Lumber or Timber, steel strapped bundles	5660	$16.40	$0.30 $0..25a
Lumber or Timber, skidded, in steel strapped bundles	5670	$10.25	$0.30 $0.25a
Lumber or Timber, creosoted	5680	$24.15	$0.35a

Lumber will be received or delivered on the basis of bundle count only, and the Authority will not be liable for the board footage, weight, species, quality, or grade said to be contained in such count.

(a) Open storage

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-345
MACHINERY, MACHINES OR PARTS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Machinery, Machines or Parts, Fork-lifted or lifted with other SCSPA equipment of similar capacity.	3420	$17.90	$0.65 $0.35a
Self-propelled units, received/delivered by truck to/from point of rest.			
Units up to 50,000 lbs.	3421	$157.00	$31.25ac (days 1-15) $65.95ac (days 16-30) $140.00ac (days 31 and greater)
Units 50,001 lbs. and greater	3422	$157.00b	$62.50ac (days 1-15) $140.00ac (days 16-30) $241.00ac (days 31 and greater)
Machinery, Machines or Parts, Crane Lifted Only			
Open Storage	3423	See Rule 34-135	$140.00ac (days 1-30) $241.00ac (days 31 and greater)
High Dock Storage	3424	See Rule 34-135	$400.00ac (first day and greater)

If a mobile unit is driven on or off a conveyance and another piece(s) is forklifted on or off the same conveyance, the piece(s) forklifted will be invoiced at MTOS / tariff with a minimum charge applicable. **Storage calculated after expiration of free time.*

(a) Open storage
(b) Per unit
(c) Per unit per day

RULE 34-350
MILITARY MISCELLANEOUS CARGO - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Military Miscellaneous Cargo	5834	$17.40	$0.65 $0.35a

(a) Open storage

NOTE: where cargo for the U. S. Military also falls into another commodity category the lesser handling charges of the two will be applied

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-355
NAVAL STORES OR OILS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In packages	5780	$19.65	$0.35
On pallets	5810	$14.25	$0.35

RULE 34-360
PAPER OR PAPER ARTICLES - BREAKBULK CHARGES
ISSUED: 28DEC2021
EFFECTIVE: 01FEB2022

	B.C.	HANDLING	STORAGE
Linerboard, paperboard, pulpboard or milk carton stock in rolls	5840	$10.35	$0.30
Newsprint, printing or wrapping paper in rolls or on pallets	5900	$12.65	$0.35

Note: The Authority shall not be responsible for any loss of paper resulting from loose bales. Charges for cleaning up and disposing of loose paper will be in addition.

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-365
PLASTIC MATERIALS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

Acetate or cellulose flakes
Cellulose acetate
Nylon, polyester, or synthetic polymer
Synthetic resin

	B.C.	HANDLING	STORAGE
Not otherwise shown	5980	$19.05	$0.35
In drums	5990	$17.80	$0.35
In jumbo bags	6000	$12.95	$0.35
On pallets	6010	$12.40	$0.35
Cellulose film, in packages	6040	$19.05	$0.35

RULE 34-366
SHIPPER OWNED CONTAINERS - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

SOCs or separate shipper
owned chassis or bundled
flatracks at breakbulk terminals

	B.C.	HANDLING	STORAGE
Up to and including 20’ in length	6100	$150.95	$31.25a
Over 20’ in length	6101	$301.90	$31.25a

(a) Per unit per day. Bundled equipment will count as 1 unit per bundle.

RULE 34-370
TEXTILES OR RELATED ARTICLES - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
In bales or rolls	6230	$19.10	$0.40
On pallets	6250	$16.95	$0.35

BREAKBULK CHARGES - HANDLING AND STORAGE

RULE 34-375
VEHICLES, MOTOR AND PARTS - BREAKBULK CHARGES
ISSUED: 28DEC2021
EFFECTIVE: 01JAN2023

Ambulances, Automobiles, Buses, Hearses, Jet Skis, Trucks, Motorcycles, Recreational Vehicles, Scooters, Snow/Ice Vehicles, All Terrain Vehicles and Privately Owned Vehicles (POVs)

	B.C.	HANDLING	STORAGE
Not exceeding 10,000 pounds each	6575	$69.00	$25.00c $12.50ac
Exceeding 10,000 pounds each	6585	$161.00	$25.00ac
Bus Shells, non-mobile & trailers less than 45' in length	6590	$157.00b	$31.25ac
Bus Shells, non-mobile, & trailers 45' up to & including 60' in length	6591	233.05	$31.25ac
Vehicle Parts	6525	$17.55	$0.60 $0.30a
Export piggybacked vehicles, per vehicle	6595	163.05	$31.25ac

Ten (10) days free time allowed on import or export cargo.

Rule 34-375 commodities which are transshipped will be charged 70% handling.

Minimum storage charges not applicable on billing codes 6575, 6585, 6590, 6591 and 6595.

See Rule 34-075 – RESPONSIBILITY FOR CHARGES

(a) Open storage
(b) Per vehicle
(c) Storage charge per vehicle per day

RULE 34-380
WOODPULP - BREAKBULK CHARGES
ISSUED: 15JUN2017
EFFECTIVE: 01JAN2023

	B.C.	HANDLING	STORAGE
Not otherwise shown	6720	$9.70	$0.30
Pre-unitized	6730	$8.70	$0.30

VI. BULK CHARGES

BULK CHARGES

RULE 34-385
ADVANCE ARRANGEMENTS REQUIRED - BULK CHARGES
ISSUED: 15SEP1999
EFFECTIVE: 01OCT1999

All users of Authority facilities anticipating the handling, movement, discharge, loading, or transportation of bulk cargoes, must complete and return the Authority's Bulk Cargo Questionnaire and have such operations described in the Questionnaire approved by the Authority prior to booking such cargoes for transport through the Port of Charleston. Such users shall notify the South Carolina Department of Health and Environmental Control of the date and berth of the arrival of any vessel from which bulk cargoes are to be discharged, or upon which bulk cargoes are to be loaded, as soon as such date and berth have been confirmed.

All users of the terminal facilities who are handling bulk cargoes of any nature, whether under air quality operating permits issued in their own name or under the air quality operating permit issued to the Authority, shall be responsible to deal directly with the applicable regulatory authorities in satisfying all requirements, notices, hearings and investigations and inspections of such authorities relating to their bulk handling operations, and in attending and responding to all hearings regarding their operations, and shall appear to defend and shall hold harmless and indemnify the Authority from and against any and all regulatory hearings and proceedings, suits, actions, claims, damages and demands whatsoever kind or nature, whether in law as in equity, and any civil or criminal fines, arising from handling of bulk cargoes. Copies of the Authority's air quality operating permits, including compliance requirements, are available upon request.

RULE 34-390
APPLICATION - BULK CHARGES
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

The charges, rules and regulations published in this section apply only on bulk cargo. In the absence of specific provisions published in this section, provisions published in the general cargo section will apply.

RULE 34-395
CHARGES - BULK CHARGES
ISSUED: 25JUL2018
EFFECTIVE: 25JUL2018

Email for rate information for any bulk service: quotes@scspa.com.

VII. CRUISE ACTIVITY CHARGES

CRUISE ACTIVITY CHARGES

RULE 34-405
CRUISE VESSELS - CRUISE ACTIVITY CHARGES
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

Cruise vessels originating or terminating calls at Charleston are assessed one passenger charge for each passenger embarking and one passenger charge for each passenger disembarking.

Cruise vessels calling at Charleston as an intermediate port of call are assessed one passenger charge for each passenger on board and one passenger charge for each additional passenger embarking to join the cruise.

Intracoastal Waterway cruise vessels calling at Charleston on a coastwise visit are assessed one passenger charge for each passenger on board and one passenger charge for each additional passenger embarking to join the cruise.

Intracoastal Waterway cruise vessels originating or terminating calls at Charleston are assessed one passenger charge for each passenger embarking and one passenger charge for each passenger disembarking.

CRUISE ACTIVITY CHARGES

RULE 34-415
VEHICLE STORAGE - CRUISE ACTIVITY CHARGES
ISSUED: 04DEC2020
EFFECTIVE: 01JAN2021

Vehicles, up to twenty (20) feet in length	$21.00
Vehicles over 20 feet in length, buses, RV's. etc...	$50.00

RULE 34-420
PASSENGER CHARGES - CRUISE ACTIVITY CHARGES
ISSUED: 01JUL2019
EFFECTIVE: 01JUL2019

B.C. APPLICATION

Passengers embarking, disembarking, or on-board vessel at arrival, per passenger for the first day. Based on actual passengers manifested per voyage.

up to 500 passengers.....	$75.00
501 - 1,000 passengers.....	$60.00
1,000 – 2,000 passengers.....	$50.00
2,001 – 2,500 passengers.....	$40.00
2,501 and more passengers.....	$35.00

Minimum charge for passengers embarking, disembarking or on board vessel at arrival..... $10,000.00

Minimum charge if vessel does not load or discharge passengers..... $1,785.00

Refer to Rule 34-205 for Cruise invoice minimum charges.

I

Cruise Activity Charges

Rule 34-425
SECURITY CHARGES - CRUISE ACTIVITY CHARGES
ISSUED: 20DEC2018
EFFECTIVE: 20DEC2018

When the Passenger Terminal is used by non-cruise and non-cargo vessels, all related security costs will be billed to the vessel's representative or agent.

If special security or other support service is requested by the ship or required on the holidays listed in Rule 34-045, the charges listed in Rule 34-200 covering labor and overtime will apply. Special security in overtime or crewway watch can be provided at published rates in Rule 34-200.

A passenger security surcharge will be assessed per 24-hour period or part thereof and will be the greater of the following: $3,500 or $5.00 per passenger embarking, disembarking, or on board the vessel at arrival.

A terminal security surcharge will be assessed to the vessel and/or its agent per Rule 34-213, Page 30A.

For further information regarding these charges, please contact the Manager, Cruise Operations and Parking. Telephone (843) 577-8189.

VIII. COLD STORAGE

COLD STORAGE SECTION

RULE 34-430
GENERAL APPLICATION - COLD STORAGE SECTION
ISSUED: 15SEP1993
EFFECTIVE: 01OCT1993

Cold storage and freezer facilities at the Port of Charleston are provided on Authority property by an independent operator licensed by the Authority. For information contact Tariff Manager.